

**Bargaining Unit Agreement  
Between the American Federation  
of Government Employees Local 1603  
and the  
Morale, Welfare and Recreation Department  
Naval Air Station Patuxent River, Maryland**

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# Introduction

## Preamble

The following Articles constitute an agreement between the Naval Air Station at Patuxent River, Maryland, hereinafter referred to as “Management”, “the Employer”, “Morale, Welfare, and Recreation Department”, or “MWR”; and American Federation of Government Employees, Local 1603, hereinafter referred to as the “Union” or “Labor”. This agreement shall be governed by the provisions of Chapter 71 of Title 5 of the U.S. Code.

Any portion or portion(s) of this Agreement may be added to, amended, or modified during the term of this Agreement only with the express written consent of both Parties. This written mutual consent shall specify which Articles or portions of the Agreement are being re-opened. Initiation of this

process may be requested by either Party.

Unless excluded by law, existing government-wide regulation, Executive Order, or this agreement, all provisions of this collective bargaining agreement are enforceable through the negotiated grievance procedure, the unfair labor practice procedure, or other otherwise available procedures, consistent with such procedures.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## 1. Recognition and Unit Determination

The Union has been recognized as the exclusive representative of all employees in the bargaining unit, as defined below. The Union recognizes its responsibility of representing the interest of all such employees without discrimination with respect to personnel

policies, practices, and matters affecting working conditions, subject to the express limitations set forth elsewhere in this Agreement. The Union is not obligated to represent non-members in situations where the Union is not the exclusive representative empowered to

act in the situation. Such situations include cases involving Federal Labor Relations Authority (FLRA), Equal Employment Opportunity (EEO), Office of Personnel Management (OPM), and arbitration.

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

This Agreement is applicable to all nonappropriated fund employees employed by the MWR Department, Naval Air Station, Patuxent River, MD. except when excluded by law. These employees may be assigned to MWR, Supply Department Bachelor Quarters, and Public Works Department Recycling.

Management and the Union agree that when a new group of employees is added to the bargaining unit, those employees shall be covered by the agreements and past practices that exist in respect to the rest of the bargaining unit. When a new group of employees is added, Management shall inform the Union of any special work conditions or practices that relate to that group.

If Management wishes to exclude any position existing in the bargaining unit, the Union shall first be notified. Upon receipt of the notice, the Union shall, if it deems appropriate, meet with Management within 30 calendar days to attempt to resolve the matter. If resolution is not reached, the Union may appeal in accordance with applicable law and regulation.

## **2. Partnership**

At the request of either party, the Union and Management shall establish a partnership for activities employing nonappropriated funds employees of the Morale Welfare and Recreation Department at Patuxent River.

The Union and Management shall, when mutually agreeable to both

parties, establish partnerships for organizational elements. All such partnerships shall operate on the same principals and stipulations as the Nonappropriated Funds Partnership and shall comply with and be subject to the decisions and policies of the Non Appropriated Funds Partnership.

# Employer Rights

## **3. Rights of the Employer**

Consistent with regulations, the Statute, and case law, nothing in this Agreement shall affect the authority of any official to determine the mission, budget, organization, number of employees and internal security practices of the Employer.

In accordance with applicable laws: to hire, assign, direct, layoff, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take

other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted; with respect to filling positions, to make selections for appointments from candidates for promotion or any other appropriate source; to take whatever actions may be necessary to carry out the Agency mission during emergencies.

## **4. Agency Regulations**

Management and employees shall comply with agency regulations governing personnel policies and practices, and conditions of employment. This section shall not be construed to

require Management to issue, change, or retain a regulation, but is intended to maintain stability and fairness in implementing regulations.

# Union Representation and Union Business

## 5. Union Representatives

Union Representatives include officers and staff members of the Union, as well as stewards designated by the Union who are employees in the Patuxent River nonappropriated funds (NAF) bargaining unit. Management agrees to Union officers, staff, and stewards as representatives for employees in the nonappropriated funds bargaining unit at Patuxent River.

Where appropriate, stewards will take the following steps to attempt to prevent the filing of formal complaints: Seek resolution of complaints in the most expeditious and mutually satisfactory manner through open discussions with immediate supervisors; Advise the cognizant supervisor and local officials of problem areas with a view to improving working conditions for the prevention of complaints and for the mutual benefits of all parties; and Advise employees in exploring options to resolve conflicts through the collection and consideration of facts.

The Union shall be responsible for supplying Management with current lists of Union representatives. Management shall be responsible for providing this list to all of the appropriate Management representatives.

Stewards and officers who are employees of the NAF bargaining unit are authorized reasonable time during duty hours to perform representational duties. Each steward and officer will ensure that the official time is recorded on the official time form (attachment A). There shall be no restraint, interference, coercion, or discrimination against the steward or officer because of the performance of such duties.

The steward or officer will request official time from his or her immediate supervisor for the performance of representational duties and will inform them of the approximate time required in advance. The supervisor may deny a request for official time in the case of an operational exigency; however, Management will make every effort to meet requests for official time. If official time is denied, the supervisor will work with the steward to reschedule the official time. If the time necessary to complete the function will exceed the time originally requested, the Steward will contact the supervisor to request additional time.

The Union shall be notified at least fourteen calendar days prior to a steward's or officer's transfer or reassignment within the unit.

Union officials and stewards shall be allowed to receive and return calls of short duration related to representational issues, in their work areas, with as much privacy as is available.

An employee who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at training sessions sponsored by the Union, provided the subject matter is in relation to their representational duties. At least two weeks prior to the training session, the Union will submit to management a description of the training course content, date, time, location, and any other pertinent materials.

The Union shall receive 380 hours of training time over the three-year duration of the contract. After the first three years in the life of the contract, the Union shall receive 80 hours per year for each year the contract remains in effect. No representative shall receive more

than 40 hours of training time per year, without prior agreement by Management. The Union shall make every reasonable effort to schedule and allocate training hours in a manner that does not cause undue hardship. Representatives shall inform their supervisor two weeks in advance of training so schedules can be adjusted.

After the final ratification and approval of the contract, the Union and Management shall conduct a four-hour joint training session to brief Union stewards and supervisors of MWR employees on the key points of the contract.

## **6. Rights of Employees**

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, Union activity, race, color, religion, ethnicity, national origin, sex, marital status, age, or disability, and with proper regard and protection of their privacy and constitutional rights. It is therefore agreed that Management shall endeavor to establish working conditions which will be conducive to enhancing and improving employee

morale and efficiency, while meeting the goals and mission of the organization.

All employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. Employees have the right to communicate with their Union representatives. Employees have the right to Union representation in resolving grievances or potential grievances. Each employee shall have



the right to bring matters of personal concern to the attention of their Union representatives and/or appropriate management officials. In the exercise of these rights, employees and their representatives shall be free from any and all interference, restraint, and discrimination. Union membership or participation shall not be discouraged by managers or supervisors.

If, during any meeting between the employee and Management official, the employee reasonably believes the meeting may result in disciplinary action, the employee may request to be represented by the Union. Management will inform the employee of this right before conducting a meeting which might result in disciplinary action. If such a request is made, the Management official shall suspend the meeting until the employee has reasonable opportunity to meet with the Union representative.

Instructions and counseling shall be given in a reasonable and constructive manner. Such guidance shall be provided in an atmosphere that will avoid public embarrassment or ridicule. When it is determined that verbal or written counseling is necessary, the counseling shall be accomplished during a private discussion with the concerned employee. At the conclusion of a one-on-one counseling session between a management official and an employee, if dissatisfied, the employee is entitled to pursue a grievance and may proceed to Step 1 of the grievance procedure.

Written counseling will be accomplished in the same manner as specified above, except that a written statement will be given to the employee. Counseling shall be reasonable, fair, and

used constructively to encourage an employee's improvement in areas of conduct or performance.

Employees shall be treated with dignity and respect. All employees have a right to a work environment free of harassment, degradation, intimidation, threats, or bullying of any kind. All employees are expected to adhere to a standard of conduct that is respectful and courteous to others.

MWR is a customer-oriented and supported organization. The continued success of MWR is dependent on customer satisfaction. Employees are encouraged to resolve customer service issues using appropriate techniques. Supervisors shall provide assistance in dealing with customer-issues when necessary or when requested by the employee. Employees are not expected to tolerate treatment which is outside the bounds of acceptable behavior, such as sexual harassment, verbal or physical threats, or abusive language.

If a customer is repeatedly or severely abusive or offensive towards employees, MWR Management shall recommend to the Commanding Officer, NAS, that the customer be banned from the area where the problem has occurred, or if necessary, from all MWR activities.

Employees shall have the right to work in a safe and healthy environment. Employees have the right and are encouraged to report any unsafe and unhealthy conditions. In the case of imminently dangerous situations, the persons reporting such situations will make the reports in the most expeditious manner available. Employees shall be guaranteed protection from any restraint,

interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful condition.

An employee has a right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, and that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

Management shall make an ongoing effort to focus on the enhancement of employee morale and job satisfaction.

Employees have a right to express their opinions and feelings, provided that such expression is not rude, threatening, or harassing, and does not involve discrimination. Employees have the right to communicate openly and freely with Management and are encouraged to resolve all problems at the lowest possible level.

Supervisors shall respect the privacy of employees, except as inquiries are necessary in conjunction with an official investigation.

Employees shall have access upon request to all laws, rules, regulations, instructions, policies, or procedures by which they are expected to abide.

## **7. Rights of the Union**

Under the terms of this agreement, the Union has been recognized as the exclusive representative. The Union shall be informed of and be entitled to be present at all formal discussions between Management and employee(s) or employee representatives, including grievances, EEO, personnel policies and practices or other matters affecting the working conditions of employees. The Union representative is entitled to participate and ask pertinent questions. The Union has the right to represent any employee in the bargaining unit in connection with an informal or formal grievance, complaint, or appeal if the employee involved desires such representation. The Union has the right to be present for the decision and settlement of any appeal or grievance filed, regardless of whether the

employee has chosen union representation.

Management shall notify and negotiate in good faith with the Union regarding proposed changes in working conditions, personnel policies, practices, or procedures and shall notify and negotiate with the Union whenever proposing more than minimal changes to the physical work site of employees represented by the Union. Management shall provide the Union with a draft of the proposed change along with relevant documentation. The Union will indicate its desire to negotiate within 7 days of receiving the draft and documentation. If the seventh day falls on a non-work day, the deadline to indicate a desire to negotiate shall fall on the next working day. Management and the Union shall negotiate the proposal prior to its

implementation unless the Union waives its right to do so.

At all times during and after the term of this agreement, the parties will bargain upon the request of either party concerning changes to conditions of employment in accordance with Chapter 71 of Title 5 of the U.S. Code. Such bargaining is expressly reserved for the matters addressed in this agreement, or not so addressed, when either party proposes a change that would affect conditions of employment. Changes proposed may not conflict with the terms of this agreement except by written mutual agreement to reopen such terms in accordance with the procedures set forth in the preamble of this Agreement.

Management shall furnish to the Union office a copy of final versions of printed local notices, instructions and bulletins, etc. that affect personnel policies, practices, and working conditions of bargaining unit employees.

When Management has an obligation to provide notification of any type to the Union, such notification shall be made to a Union staff member or officer at the Union office. The Union has sole right to determine which representative will be delegated to handle any matter. Officers and stewards of the Union shall be protected in the performance of representational

duties from intimidation or coercion by any official of the Management.

Union representatives shall have access to employee work areas and may distribute materials relating to their representational functions in employee work areas. The Union is guaranteed access to employees during working hours. Such access shall not cause undue disruption to the facility. If such disruption would render access temporarily impossible, management shall provide the Union representatives an alternate time to access the work area. Management shall make available to the Union bulletin boards or space on bulletin boards which is accessible to all employees. Libelous materials shall not be posted or distributed. The Union will have available space for its use and discretion on one bulletin board in each building where bargaining unit employees work. Management shall provide space, located at its discretion, in a location accessible to all employees working in the building, for Union-supplied publication racks upon request. When available, Management shall provide publication racks in the work area for the Union's use.

When the union requests information, it shall articulate a particularized need and relevancy.

## **8. Dues Allotments**

Any bargaining unit employee under the nonappropriated funds system at Patuxent River who is a union member in good standing may voluntarily authorize an allotment of pay

through payroll deduction for payment of union membership dues.

**Procedures for Authorization of Allotment:**

The Union will inform each of its members of the voluntary authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for terminating an authorization.

The Union is responsible for providing its members with the appropriate authorization for dues withholding (Form 1187) and is responsible for receiving completed forms from members who request allotment. The Union is also responsible for submitting the forms to the Patuxent River MWR payroll office.

The MWR payroll office shall process authorization for dues withholding (form 1187) upon receipt so that withholding shall become effective the first full pay period after receipt.

Allotted dues shall be withheld biweekly. The Payroll office shall set the allotment for the amount shown on the completed form 1187. When any change in dues structure occurs, the MWR payroll office will be notified in writing by the President of the Union of the rate and effective date of the amended dues structure. The amended amount shall be withheld effective the first pay period beginning on or after the date of rate change, provided the notice has been received by the MWR payroll office at least ten working days before the date of preparation of that payroll, unless a later date is specified by the Union. Any change in the allotment other than that which applies to regular monthly dues may be made with 30 days notice.

### **Procedures for Revocation of Allotment:**

The payroll office shall be responsible for automatically terminating dues allotments whenever an employee leaves government service or is permanently transferred to an agency outside of the Patuxent River complex. When this occurs, the payroll office shall inform the Union office by the end of the pay period during which the employee's dues allotments were terminated. Revocation of dues allotments for any other reason shall be processed through the union office before being acted upon by payroll. The MWR payroll office shall not process 1188 forms that have not been processed through the union office.

The payroll office shall terminate dues allotments upon receipt of a written statement from the Union President that a particular employee is no longer a member in good standing.

The payroll office shall terminate dues allotments at the first full pay period following receipt of a revocation dues deduction form (form 1188) signed by the employee and a statement from the Union office verifying that the form 1188 was submitted by the employee in accordance with the following procedures:

An employee must submit an 1188 form to the Union Office for the revocation of an allotment no more than 2 weeks before, and no later than 2 weeks after the anniversary of the date on the 1187 form. The Union will verify the anniversary date and forward the request to the Payroll Customer Service Office. The anniversary date of the

authorization for dues withholding, form 1187, shall be 1 year from the first day (Sunday) of the first pay period that dues are initially withheld. Requests for termination of dues withholding shall only be accepted during the 30-day time frame. Requests received outside this time frame will be returned to the employee with an explanation of the reason for the rejection.

**Procedures for Remittance of Allotments:**

Within five working days following completion of each payroll, the payroll office shall remit the amount due to the Union by check or through direct deposit of the remittance by electronic transfer into the account specified by the Union President. Each remittance shall be accompanied by a statement including the following information:

- Identification of installation, agency, and bargaining unit.
- Identification of Local Union.

- Identification of dates covered in the pay period.
- Names of members for whom deductions were made, and amount of each deduction.
- Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction.
- Total number of members for whom dues were withheld.
- Total amount withheld on this payroll.
- Net amount remitted.
- Check number, transaction number or other identifying number of electronic transfer.
- Date transaction was processed.

# Hours of Work

## **9. Basic Workweek and Hours of Work**

This article is intended to create a framework for working hours and compensation. Alternate work schedules, including Compressed Work Schedule and Flexitour are available as alternatives to this basic workweek.

MWR employees work in service organizations which are operated for the convenience of authorized patrons. Accordingly, the hours of operation will be determined by the Employer to provide optimum use of the facilities and provide maximum service to patrons.

The administrative workweek is the period of 7 consecutive calendar days beginning at 0001 hours Monday and ending 2400 hours the following Sunday. Within the administrative workweek, the basic workweek shall not exceed 40 hours, exclusive of meal times. The basic workweek will be scheduled so that, whenever possible, the employee shall receive two consecutive days off. However, where this is not possible, the basic workweek may be scheduled over a period of six days provided the total scheduled hours do not exceed 40.

Employees who work six hours or more shall have a meal break of at least 30 minutes near the midpoint of their shift. The meal period must be included

in the employee's regular schedule. Employees who exceed the authorized time for lunch will make the time in accordance with arrangements made with the supervisor. Such make-up time will be administered in a fair and equitable manner.

The meal period is non-duty time and is normally not creditable for pay and the employer shall not utilize this time in any manner. The only exception to this provision is when, in an isolated position, it is not practicable to provide a replacement for the employee concerned. In this situation, an employee shall be permitted to eat on the job, but shall remain in a duty status and shall be compensated for their time in accordance with provisions for compensation during working hours. The supervisor must authorize this arrangement. Under these circumstances, a meal break waiver will be placed in the employee's official personnel folder.

Under normal circumstances, each employee is responsible for recording their own time. Supervisors shall not change an employee's attendance record unless the attendance record is incorrect, in which case the supervisor shall notify the employee and explain the change. An employee may grieve an unjustified

change to the employee's attendance record. Attendance shall be recorded on a daily basis, absent extenuating circumstances.

Each facility will determine and allot a reasonable amount of time

sufficient for clean up and storage of work tools and equipment and their personal clean up, based on the nature of their work assignment, so that the clean up is performed during working hours.

## **10. Alternative Work Schedules**

The following work schedules are available as alternatives to the standard work schedule. These schedules are provided to enhance employee morale. Use of these schedules can also be of benefit to facilities by allowing an extended range of hours.

Work schedules must be approved by the employee's immediate supervisor. Employees shall be permitted to utilize any of the alternative work schedules listed in this article unless substantiated job requirements make it impossible to do so. Participation in any of these alternate work schedules shall be voluntary on the part of the employee. An employee may change between different alternate work schedules or between an alternative work schedule and the standard work schedule on a quarterly basis. Exceptions to this policy will be handled on a case-by-case basis as emergencies, personal hardships, or special circumstances arise. Temporary adjustments to alternate work schedules may be made when an employee is on travel or to accommodate unusual substantiated job requirements. When an employee's day off falls on a holiday, the employee shall be entitled to an alternative day off during the week in which the holiday falls.

The supervisor shall make a reasonable effort to schedule meetings consistent with employees' reporting time. Employees are expected to attend regularly scheduled or special staff meetings outside their normal hours and must plan their schedules accordingly. This shall be done by an adjustment to the schedule and does not imply that employees will not be compensated for time spent in meetings or activities outside their normal working hours.

Employees and supervisors may develop other alternative work schedules in addition to those listed here. Such alternative work schedules must be voluntary on the part of the employee and must be approved by the Director of MWR and by the Union.

### **5/4/9 Compressed Work Schedule**

The 5/4/9 Compressed Work Schedule (CWS) program allows employees a 3-day weekend every other week for rest, recreation, and family time and is intended to improve the quality of work and home life of the Nonappropriated Funds work force. Under the 5/4/9 CWS, four days of each week in a pay period are 9-hour workdays. One day of the 2-week pay period is an 8-hour workday. During the week that includes the 8-hour workday,

the employee shall, whenever possible, have two consecutive days off. During the remaining week of the pay period, the employee shall have three consecutive days off whenever possible.

### **Flexitour**

Flexitour is another alternative to the standard workweek. Employees using Flexitour shall be permitted to establish a flexible work schedule. This work schedule may include varying reporting times and/or varying hours worked on each day of the week, provided that the total number of hours worked in a pay period is equal to the number of hours the employee would have worked under a standard work schedule. The schedule agreed upon by the employee and the supervisor shall be written down and signed off by the supervisor and the employee. Both the employee and the supervisor shall retain

a copy of the agreed-upon schedule. The flexible work schedule adopted by the employee shall not entitle the employee to overtime that would not have been incurred if the employee were on a standard work week. However, this does not prevent employees from receiving overtime or compensatory time as a result of additional hours worked beyond the standard eighty hours in a pay period.

In the event of a substantiated emergency, supervisor may adjust duty hours as necessary to assure adequate coverage to fulfill essential job requirements. Management shall give the employee as much advanced notice as possible when this occurs.

Flexitour may also be used on a short-term basis in order to accommodate temporary needs.

## **11. Flexible Employment**

Flexible employees serve in either continuing or temporary positions, on a scheduled or unscheduled basis, up to 40 hours per week. Flexible employees are not eligible to enroll in the benefits program, nor do they earn leave.

Flexible employees may serve in seasonal facilities such as the outdoor pool, day camp, golf course, etc. or year-round facilities such as the Drill Hall. The parties recognize the continued need to evaluate the overall workforce, and balance recruitment and retention needs to maintain a financially viable organization along with a productive workforce.

In the event a flexible position works on a continuing basis at a part-time or full-time schedule for one year, management will review the position for conversion to regular part time or regular full time. Among factors management will consider in converting a position are recruitment, retention, and organizational financial stability, along with determining the long term need for the position. If the position is converted to regular part-time or regular full-time, the flexible incumbent in the position will be offered the position without competition providing their performance is at the Highly Satisfactory or Outstanding level.



Flexible employees who have been employed for at least one year with no break in service, work an average of 30 hours or more a week for twelve consecutive months, and have a performance rating of Highly Satisfactory or Outstanding, shall be given priority consideration for any regular full or part-time position that

becomes available in the department, for which they are qualified.

# Staffing Issues

## **12. Employee Indoctrination**

All new employees shall be required to attend an employee indoctrination during working hours. Employee indoctrination shall provide employees with information about their employment as a Nonappropriated Funds employee. Employee indoctrination shall include information on leave requesting and approval procedures, EEO, training, breaks, overtime, performance appraisal systems, and information about MWR facilities and other facilities on base. Employees shall be provided with appropriate documentation on these topics. Employees shall be informed of this Agreement and shall be informed that a copy is available upon request.

The Union shall have an opportunity to address employees at any group indoctrination sessions.

As part of the indoctrination process, supervisors shall include an orientation of the facility where the employee will be working. This orientation shall acquaint the employee with policies, procedures, safety issues, or conditions specific to the work area. The supervisor shall also discuss job expectations, requirements, and procedures with new employees. As a part of this orientation, the supervisor shall advise the employee of the appropriate Union representative, and shall introduce the employee to the steward if they are present at the work site.

Employee indoctrination shall count towards any general training requirement.

## **13. Employee Records**

Management will maintain and retain employee personnel records in accordance with law, rule, regulation, and this Agreement. The contents of the Official Personnel File (OPF) shall be made available for review without charge to leave or loss of pay, and copies provided to the employee (or his/her designated representative). In

accordance with applicable laws and regulations, materials which are no longer relevant to the supervisor and employee will be withdrawn and destroyed. When Management submits an entry to the OPF, the employee will be sent a copy within seven calendar days. Any entry which the employee believes to be unjustified is subject to

the negotiated grievance procedure. Annually, employees will be advised of the nature, purpose, and location of their OPF and of their right to access their OPF's and all other files maintained on the employee. All OPF's shall be purged and information disposed of in accordance with appropriate records control schedules. Personnel records shall be maintained and disposed of in accordance with applicable personnel record keeping regulations, including the Privacy Act.

Individual files on each employee not approved as an official system of records shall not be kept by management officials at any level. If supervisors keep notes on employees, the notes or files must be uncirculated, and shall not be reviewed by anyone else (this includes secretaries, other supervisors, or Agency officials) except in relation to official personnel actions. All such notes must be maintained in a secure fashion in order to prevent disclosure. Supervisory notes may be used to support any action detrimental to an employee only if such notes are given to the employee.

## **14. NAF/GS Interchange**

The interchange of employees between NAF and General Schedule (GS) positions shall be governed by the NAF/GS Interchange Agreement contained in chapter 14 of BURPERSINST 5300.10. Management shall thoroughly educate the employee on the NAF/GS Interchange provisions prior to the change in the employee's position. Otherwise, portability of benefits shall be governed by the DOD Employee Benefit Portability Program (Appendix F of BUPERSINST 5300.10).

Whenever a group of NAF employees is converted to GS or a group of GS employees is converted to NAF The Union shall be given the opportunity to meet with the affected employees.

Pay for employees whose positions are involuntarily moved from one employment system to the other will be set to preserve the last earned rate of

basic pay. Pay for employees who otherwise move may be set at any step not to exceed the highest previous rate of basic pay earned in either employment system. The gaining employment system would credit all previous time spent in a waiting period for step increase purposes.

### **Portability of Benefits**

Portability authorizes benefits for regular nonappropriated fund and civil service employees of the Department of Defense when such employees move from one employment system to the other.

Retirement - Only vested benefits will be portable. If a break in service does not exceed one year, the employee may retain membership in the plan of the losing organization, or elect to join the plan of the gaining organization as a new employee with

no transfer of service credit from the former plan.

**Annual Leave** - All annual leave will transfer without limit. The losing employment system will pay the gaining employment system, instead of the employee, at the rate of pay the employee was earning just prior to leaving the losing employment system.

**Sick Leave** - Sick leave will transfer without limit and without transfer of funds.

**Health and Life Insurance** - When a GS employee participating in their current health and life insurance system is converted to NAF, the employee will be eligible to participate in the NAF employment system insurance plan(s) even if the NAF employment system would not otherwise cover them. For example, some NAF plans do not cover part-time employees.

### **Interchange Agreement**

The Interchange agreement allows DOD nonappropriated fund employees to be appointment to positions in the Federal competitive system without having to go through the usual process of getting on an appropriate federal register. It also allows Federal employees to be appointed to NAF positions. Nonappropriated employees must have served continuously for at least one year before they may be appointed to positions in the competitive service. Civil Service employees must have completed a one-year probationary period.

### **Non competitive conversion**

Conversion allows specific NAF positions, along with the incumbent of such positions, to be appointed into the Federal Service on a non-competitive basis

## **15. Details and Temporary Assignments To Other Positions**

When an employee is detailed to a higher graded position for a period in excess of 29 calendar days, the employee will be temporarily promoted on the 30th day, provided established qualification/eligibility requirements are met. If the employee does not meet established qualification/eligibility requirements, the detail must end on the 30th day. When details are used to temporarily fill a vacant position, Management shall ensure that eligible

employees in the immediate work area are given equitable opportunity for detail to the position. Employees who are not eligible for the promotion may request to end the detail. Management shall meet with the employee to discuss the employee's concerns.

Selection for a detail shall not compromise the open competitive principle of merit staffing. Details to higher graded positions or to positions

with known promotional potential shall be advertised and selected competitively in accordance with the merit staffing provisions.

Management shall notify the Union prior to placing any designated Union representatives on a detail. Management

shall make every reasonable effort to ensure that a detail or temporary assignment shall not interfere with the continuation of performance of representation functions by Union representatives.

## **16. Position Descriptions and Classification**

Management shall assure that position/job descriptions are current and shall accurately reflect the principal duties and responsibilities of the position. Bargaining unit positions shall be accurately described in writing, and classified as to the proper title, employment category (regular full-time, regular part-time, flexible, seasonal), pay system (NF, NA, NL, NS, GSE), series, and pay band or grade and step. Employees shall be provided information about their position title, employment category, pay system, series, pay band/level, grade, or step upon request.

Assignment of duties unrelated to an employee's principal duties as contained in the position description shall be made only when such assignments shall not adversely affect the performance of principal duties and responsibilities. General phrases such as "other duties as assigned" shall not be used to justify a substantial amount of duties unrelated to an employee's duties as they are described in the position description.

Prior to the annual review, employees shall be provided a copy of their current position description. The employee shall have an opportunity to note any inaccuracies in the position

description. The employee and supervisor shall discuss any changes needed when they meet for the annual review. The employee will sign the position description indicating that it is accurate or that it needs changes. If continuing collateral duties not related to the position exceed 10% of the employee's time, they shall be included in the position description.

The employer shall make every reasonable effort to not regularly require bargaining unit employees to perform the higher level functions (e.g. hiring, promoting, discipline, performance appraisals) of a supervisory position.

The position classification program for nonappropriated funds positions shall be carried out in accordance with the current negotiated agreement and the Office of Personnel Management (OPM.) Qualification requirements for NF, GSE, NA, and NL positions shall conform, as appropriate, to X-118 or X-118C in the Civil Service Handbook. Classification for NA and NL positions shall also be subject to the job grading systems issued by OPM.

When a change in an employee's position description results in a change to the title, category, pay system, band/level, grade, or step of the position,

Management shall discuss the change with the employee. The employee shall be notified of his/her right to Union representation at this meeting.

Supervisors and employees shall review the accuracy of the employee's position description during the mid-year performance review and during the annual review. An employee may request a desk audit through the supervisor. Disputes involving the qualitative or quantitative value of tasks performed by the employee which affect the grading of a job may be appealed to appropriate authorities. The employee may consult with an MWR personnel specialist regarding the classification of his or her position.

Where classification consistency reviews are performed, advance notice shall be provided to employees who are to be interviewed and to the Union. When there is a report, the supervisor shall provide a copy to the employee and the Union.

Employees may file classification appeals and grievances in accordance with chapter 4 of BUPERSINST 5300.10. A bargaining unit employee who has filed an informal or formal classification appeal is entitled

to Union representation to assist in the preparation and presentation of the appeal or meeting with Management concerning the appeal. The Union shall have the right to be present at any classification appeal hearing or decision. A written summary of the finding shall be promptly provided to the employee and the Union.

Employees who are dissatisfied with the assigned pay band of their position or with their job title, occupational series, or with the accuracy of their position description may file a grievance under the negotiated grievance procedure, except as provided by 5 USC 7121 (C) (5).

Notices of grade and pay retention entitlements shall be issued to bargaining unit employees whose positions are reclassified at a lower grade as a result of a desk audit or by the application of new classification standards. A copy of all notices shall be concurrently furnished to the Union.

A promotion resulting from reclassification to different category, band, grade, or step shall be effective for the beginning of the first full pay period following the decision.

## **17. Staffing**

The Union and Management shall establish a joint committee for the establishment and administration of an Upward Mobility Program. Upward Mobility Positions shall be designated where appropriate.

Management shall establish and maintain Career Ladders where possible. Employees shall be advised of their career ladders at the beginning of each performance appraisal cycle. Employees may discuss their career ladder with their supervisor or personnelist upon request.

There are two categories of employment for Nonappropriated Funds employees – Regular and Flexible. In the Regular category, there are regular full-time and regular part-time employees.

### **Regular Full-Time Employees**

Regular full-time positions are regularly scheduled to work 35 to 40 hours per week.

### **Regular Part-Time Employees**

Regular part-time positions are regularly scheduled to work 20 to 34 hours per week.

### **Flexible Employees**

Emergency hires are temporary employees who are hired in the event of an emergency for 30 days or less. Temporary emergency employees may be extended for an additional 30 days with NPC approval.

Emergency employees shall not be used repeatedly to perform the same basic work on a continuous basis. Emergency hires shall be governed by the same working conditions as other categories of employees as established in this agreement, except that Emergency

hires may be staffed without regard to normal hiring procedures. Emergency hires shall be staffed in a fair manner and without discrimination.

Flexible employees are an important part of the work force and shall be treated with the same care and consideration as regular employees. Employees who meet the necessary requirements and have demonstrated good performance shall be considered for regular positions for which they apply.

Flexible employees shall be given the opportunity to improve minor performance problems and correct minor misconduct. Transfers shall be considered within the same grade and series where the employee will be more productive in another location.

If Management makes an initial determination to separate a flexible employee for reasons other than just cause, it shall attempt to reassign the employee to a vacant position commensurate with the employee's demonstrated ability. If a flexible employee is separated for any reason, Management shall provide written notice in the form of a Personnel Action Report (PAR.)

## **18. Merit Staffing**

All positions shall be staffed in accordance with the Merit Staffing Program. All positions will be staffed on a competitive basis, except

emergency hires. Crediting plans will be established to rate and rank applicants.

All Merit Staffing announcements shall be publicized in the Patuxent Trails and the Tester and by electronic means

to satisfy posting requirements. Employees should be proactive in seeking information on job openings.

The minimum area of consideration for all bargaining unit positions shall include all MWR nonappropriated fund employees including Supply CBQ and Public Works Recycling.

On an annual basis, MWR management shall provide statistical data to the Union on the filling of bargaining unit vacancies filled through merit promotion.

## **19. Furloughs and Reductions-In-Force**

Procedures for furloughs and reductions-in-force are defined in BUPERS 5300.10, Appendix D. These procedures shall be followed excepts as modified by this agreement. A furlough occurs when a facility or facilities must be temporarily closed or must temporarily reduce staffing levels for business-based reasons. A furloughed employee is placed in a non-pay status during the time the employee is furloughed. This article applies to all furloughs, regardless of duration.

A reduction-in-force is a permanent separation of employees as a result of a reduction in staffing levels for business-based reasons.

When it appears that a furlough or RIF may occur, Management shall notify the Union as soon as possible and meet with all expediency to explore possible alternatives to the furlough or RIF. If it is not possible to avoid a furlough or a RIF, the Union and Management shall do everything in their power to minimize the impact on the workforce.

When there is advanced notice of a furlough or RIF, Management and the Union shall meet with the affected employees in appropriate groups to

explain the procedures and to address concerns.

The Union and Management shall work together to ensure that employees are well informed of their rights and provide assistance and support for employees. The Union shall provide Management with an informational packet which shall be included with the notice of RIF or the furlough letter.

When a decision is made to implement a furlough or RIF action, Management shall first offer furloughs or RIF separations to employees within the same series and grade who volunteer to take the furlough or RIF. Employees volunteering for a furlough or RIF separation are not required to be in the same area of consideration (facility) in which the furlough or RIF is taking place. However, a request to volunteer for furlough time or a for a RIF separation of an employee outside the area of consideration must be approved by the Director of MWR or his/her designee.

Under some circumstances, it may be possible to distribute furloughed time over the course of the remaining fiscal year, so that all the furlough time does not have to be taken at once. When this option is feasible, Labor and



Management will meet to discuss options for equitable distribution and scheduling. In this case, there is no requirement that the distribution of furloughed time be restricted by area of consideration (facility).

### **Procedures for Furloughs and RIFS**

Management shall identify employees covered by the action. Covered employees are those employees within the area of consideration. Each facility shall be an individual area of consideration. Flexible employees are not covered by furlough actions because a flexible employee's scheduled hours may be reduced or temporarily eliminated without a formal furlough action.

Within competitive areas, employees shall be grouped in competitive levels by title, series, grade, and employment category. Retention levels shall be established for each competitive level. Retention levels are identified in the chart accompanying this article.

Retention levels factor in an employee's length of service and the employee's performance level. The employee's length of service is determined by whole years. (An employee with 3 years and 7 months of service would fall into the category for 1-3 years of service.) Creditable time for length of service is described in the Service Credit article of this agreement. The employee's performance level is factored by averaging the employee's last two performance ratings, with 5 points of credit given for an Outstanding

rating, 4 points given for a Highly Satisfactory rating, 3 points given for a Satisfactory rating, and 0 points given for a Less than Satisfactory rating. If the employee has only one performance rating, it must be used without averaging. If the employee has not received any performance rating, a rating must be issued and used without averaging.

Employees in the highest-numbered retention level have the greatest retention standing. Employees in the lowest-numbered retention level have the least retention standing. (Employees in retention level 1 would be first to be affected by a furlough or RIF. Employees in retention level 27 would be last to be affected.)

Within each retention level (see chart), employees shall be ranked by service computation date in a manner such that the most senior employee has the greatest retention standing and the least senior employee has the least retention standing. (The employee with the latest service computation date would be the first employee within the retention level to be affected. The employee with the earliest service computation date would be the last employee within the retention level to be affected.)

All furlough and RIF actions shall be taken in a fair and equitable manner. Application of furlough and RIF procedures may be raised under the negotiated grievance procedure.

<b>Furlough &amp; RIF Retention Levels</b>			
<b>YEARS OF SERVICE</b>	<b>PERFORMANCE RATING AVERAGES</b>		
	<b>4.5 - 5</b>	<b>3.5 - 4</b>	<b>1.5 - 3</b>
25 or more	27	26	25
19 - 24	24	23	22
16 - 18	21	20	19
13 - 15	18	17	16
10 - 12	15	14	13
7 - 9	12	11	10
4 - 6	9	8	7
1 - 3	6	5	4
Less than 1	3	2	1

- Years of Service equal whole years as creditable under the Service Credit Article.
- Performance Rating Averages are an average of the last two performance ratings with points credited as follows: 5 points for Outstanding; 4 points for Highly Satisfactory; 3 points for Satisfactory; 0 points for Less than Satisfactory.
- The highest-numbered retention level is the level of greatest retention standing. The lowest-numbered retention level is the level of least retention standing.

## **20. Commercial Activities and Contracting**

Management shall inform the Union as soon as it is officially notified of the decision to conduct a Commercial Activity (CA) study on a function(s) where bargaining unit employees are assigned. Management shall also advise the Union of the competitive levels and the numbers of bargaining unit

employees affected. The Code of Federal Regulations defines competitive levels as: "All positions in a competitive

area which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so

that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption.”

As soon as possible, but not later than 2 weeks after the Union has been notified, Management will meet with affected employees to announce the CA study. At this meeting, Management will

describe the CA process, distribute a CA information brochure, and answer any questions to give employees a general understanding of the CA process, including RIF procedures. Management will routinely advise affected employees of the progress of the study. A Union representative will be invited to participate in any such meetings.

# Pay and Benefits

## **21. Employee Benefits**

All regular full time employees may enroll in the retirement, medical, dental, disability, life insurance, and savings/investment plans upon completion of time in service requirements as outlined in the personnel manual.

Regular part time employees are eligible to enroll in the retirement plan, the savings/investment program, and the medical plan upon meeting time in service requirements. They may enroll in the dental plan, only if they are also enrolled in the medical plan. The personnel office will advise all eligible personnel of the benefits program at their new hire indoctrination, or when

there is a change in one of the plans. A complete description of the plans, along with eligibility requirements, is discussed in detail in the Employee Handbook, and in brochures available from the personnel office.

All nonappropriated employees are eligible to use the MWR facilities. Grade level requirements exist for Officers' Club membership.

Employees such as waitress/waiter, food service worker, cook, etc., who handle food are eligible to enroll in the employee meal plan.

## **22. Employee Development Training**

Management recognizes that training and development of an employee's skills and abilities is an asset to the organization and a benefit to the employee. Management shall make every effort to accommodate and provide training that will assist employees in the performance of their duties and improve their job skills.

Management shall ensure that employees are provided training on a fair and equitable basis. Training requirements shall be met with training that is meaningful and useful to

employees, and is based on the organization's interests, the availability of resources, and position description requirements. Such training may include the subjects of food and sanitation, prevention of sexual harassment, CPR, fitness certification and stress management. Management shall ensure that employees receive training in the areas of safety and health, hazardous materials handling, communication skills, conflict resolution, and customer service where such training as determined by management is appropriate to the employee's job.

Management's determination shall be based on job requirements, funding, and other relevant factors.

Employees shall be given the opportunity to attend classes offered by the Patuxent River Employee Development Center unless the cost or scheduling is prohibitive. Employees shall also be permitted to attend job-related training offered by other government agencies or by private organizations, cost and schedule permitting. Any training required by Management shall be paid for by Management and the employee shall be

compensated for time spent in required training. Employee must receive approval for training in advance. Supervisors shall review training requirements of the employee's job at the beginning/ end, and midpoint of the performance cycle. Training budgets shall be applied fairly and equitably.

Employees should make sure their supervisor is aware of any job related training the employee has taken outside of working hours and should provide the Personnel Office with a copy of proof of training.

## **23. Pay and Promotions**

A promotion occurs when an employee is moved to a higher pay band or grade. A promotion requires a minimum pay increase of five percent of basic pay, or an increase to the minimum rate of the higher band, whichever is greater. A pay increase can also be granted upon temporary detail or reassignment.

If an employee becomes entitled to two pay benefits at the same time, the changes shall be processed in a manner that gives the employee maximum benefit. If an employee becomes entitled to an increase in pay and to a personnel or appointment change at the same time, the increased rate of pay is deemed to be the employee's existing scheduled rate of pay (as defined in BUPERSINST 5300.10) when personnel or appointment change is processed.

Training wages will not be below the minimum rate of pay for a position. Sunday premium pay and night shift

differentials shall be paid in accordance with the BUPERSINST 5300.10.

Should the need arise to address environmental pay, management shall use the Office of Personnel Management's operating manual for the federal wage system. Management and the union shall jointly identify qualifying environmental pay issues.

Employees are paid every other week through a direct deposit system.

For the year 2000, MWR shall make a 4.8% pay adjustment to NF 1, 2 and 3 pay banded employees.

For the duration of this contract, NF employees shall receive an annual pay adjustment in January mandated by the survey results and guidance from the Navy Personnel Command. NF 1 and 2 pay adjustments are set by a local survey conducted by DoD, and the NF 3 pay adjustment is equivalent to the basic pay adjustment to civil service.

NA, NL, and GSE pay is set by federal law.

### **NF Pay Banding (NF)**

The pay band system is designed to establish competitive wages, and strengthen the link between pay and performance. Setting the minimum and maximum rates for pay bands NF1 and 2 and the minimum for band NF3 is based on a wage determination survey.

A locality factor is considered in setting pay for NF pay banded employees. Pay is determined based on recruitment and retention factors, comparability to the private sector, and organizational financial solvency.

### **General Schedule Equivalent (GSE)**

The DoD Child Care Giver pay system is part of the NF pay band

system. GSE positions are placed in one of two pay bands with a wide pay range, and pay may be set at any amount within the pay band. GSE grades 02 and 03 are in pay band CCI, and grades 04 and 05 are in pay band CC2. All pay increases are performance related and based on the completion of required training and modules within prescribed time limits.

### **Crafts and Trades (NA, NL)**

The Federal wage system covers all craft and trade positions (Prevailing Wage Employees). Positions are classified by duties and placed in pay grades, each of which contains five steps. Pay schedules are adjusted annually based on a DoD wage survey which determines the range of pay for similar work in the private sector.

## **24. Overtime**

Overtime assignments shall be distributed fairly and equitably among qualified employees. Management shall select from among qualified employees on a rotating basis for overtime assignments. Management shall transfer overtime assignments to a qualified employee who volunteers for overtime from an employee who does not want to work the overtime. In selecting the employee who is to be relieved by the employee volunteering to take the overtime assignment, Management shall choose the most senior employee whose place the volunteering employee is qualified to take. In the case of a question regarding the distribution of overtime, overtime records shall be

made available to the Union at its request.

Employees shall be given as much advance notice of overtime assignments as possible. If an employee is unable to work the overtime, he or she should notify the supervisor as soon as possible. The supervisor may then relieve the employee of the unwanted overtime if another qualified employee is available and has expressed his or her willingness to work the overtime assignment.

If an employee is required to work beyond his or her normal workday, the employee has the right to use a government phone to make

arrangements related to the overtime assignment. Employees working overtime shall receive breaks during the overtime period comparable to those taken during the normal workday. When an employee is required to work six consecutive hours beyond the employee's last meal break, the employee is entitled to an additional meal break to be taken if the employee so requests.

Employees shall always be compensated for any authorized overtime performed either before or after their regularly scheduled working hours. If a supervisor requires an employee to remain at work for a period that would go into overtime, the supervisor shall authorize overtime. The supervisor is responsible for approving overtime by filing out overtime authorization form NAVCOMPT 2282. Any changes made to time keeping records shall be initialed by the supervisor and the employee. Employees may choose to be compensated for their work with paid overtime or with compensatory time, whenever compensatory time may be legally granted.

Overtime rates shall be equal to 1 ½ times the employee's rate of basic pay. Rate of basic pay means scheduled rate of pay plus any night shift or environmental differential.

Whenever an employee is required to report to work, the employee shall be paid for a minimum of two hours of work. Supervisors shall make arrangements with employees who are called at home to perform work with a computer or a telephone to receive overtime compensation.

An employee may elect to work compensatory time off in lieu of overtime pay for the purpose of using the time off for religious practices in accordance with BUPERSINST 5300.10.

Employees shall not be required to work more than 12 hours in one workday, except in the case of an operational emergency. Employees working more than 12 hours in one workday may be physically fatigued and mentally exhausted, creating a possible unsafe and inefficient working environment. If an employee is assigned to a task which could be dangerous, the employee has the right to discontinue work, when in the employee's judgment, the employee is rendered unable to work safely because of fatigue and is at risk of imminent bodily injury. Employees working for such periods are encouraged to use breaks to encourage alertness. When work assignments/projects will require employees to work over 12 hours in a workday to complete the overtime assignment, Management shall consider other alternatives such as establishing a temporary second shift where appropriate to relieve the employees working the initial overtime. Such alternatives shall be negotiated with the Union on a case-by-case basis.

If overtime is required on both of the employee's weekly scheduled days off for a continuing period, the employee normally shall not be required to work on both days off for three consecutive weeks.

When a non-exempt employee is required to report to a Temporary Additional Duty (TAD) station on a one-day trip at the employee's regularly

scheduled starting time, the employee shall be compensated for overtime for the time spent in transit. If the employee first reports to his or her regular work station at an earlier time before leaving for the TAD station, the employee's overtime shall begin when the employee reaches the regular work station and shall end at the employee's regularly scheduled starting time. If the employee is commuting to the TAD station directly from his or her residence, the amount of overtime shall be determined by subtracting the employee's normal

commuting time from the commuting time to the TAD station. If the employee is required to remain at the TAD station until the end of the employee's regularly scheduled workday, the employee shall be compensated for overtime from the end of the regularly scheduled workday until the employee reaches their regular workstation. Authorized overtime work performed while an employee is on TAD shall be compensated in the same manner as when the employee is not on travel.

## **25. Gratuities**

Certain types of employees are customarily tipped for their services. Such employees include, but are not limited to Wait Staff, Bartenders, Cooks, and Housekeeping staff. SECNAVINST 5300.22 prohibits management personnel and personnel assigned administrative duties from receiving tips. This prohibition applies to club managers and wait staff supervisors.

Management shall assess service charges separately from gratuities. Customers entering into a contract with MWR for private parties shall be notified verbally and in writing on the contract that gratuities are not included and that the customer is responsible for tipping the wait staff. Tips which are paid by credit card shall be identified separately in the employee's pay record. Employees may file a grievance over a dispute regarding the absence or incorrect amount of money for tips paid by credit card.

Management shall take opportunities to encourage customers to

tip employees. A lockable wall-mounted tipping container shall be provided for non-supervisory cooks and for non-supervisory housekeeping personnel in a location that is readily apparent to customers. When more than one cook has contributed to the meal, the cooks shall fairly divide the tips collected. Housekeeping personnel shall divided the tips fairly among all housekeeping personnel, with consideration given to the number of hours worked. In areas where housekeeping functions are performed. Management shall supply a preprinted gratuity card with a message to encourage customers to provide a gratuity and informing them of location of the tipping container.

Bartenders shall be permitted to put a tipping jar or other container at their workstation. The tipping container shall be clearly and tastefully labeled. When more than one bartender is working, each bartender may use an individual tipping container with the employee's name on it, or all the bartenders may share at tipping



container and fairly divide the tips collected.

## **26. Service Credit**

For the purposes of leave accrual, eligibility for retirement and other benefits, furlough retention, and ranking for any type of business-based action, length of service shall be computed by combining all creditable service as a nonappropriated funds employee with all creditable service in the General Schedule/Wage Grade system and all creditable military service. Creditable service as a DoD nonappropriated funds employee includes all continuous service in the same NAFI. Credit for service in a flexible position shall be based on weeks in service as a flexible employee. Creditable service as a GS or WG employee is governed by the Portability Act. Creditable military service is limited to that military service which meets the criteria described in section 505 of BUPERS 5300.10. Employees shall be informed of their service computation date upon request. Employees may grieve disputes over length of service.

Seniority shall be determined as described in the remainder of this Article for the purpose of applying the provisions of this Agreement not specifically mentioned in the paragraph above (e.g., resolving conflicting leave requests or assignment of overtime). For these purposes, seniority shall be determined by combining all service as a nonappropriated funds employee with all service in the General Schedule/Wage Grade system as well as all creditable military service as described by section 505 of BUPERS 5300.10. This includes time serviced in any employment category, including temporary and flexible employment. Employees shall be informed of their length of service for seniority upon request. Employees may grieve disputes over length of service as computed for the purposes of determining seniority.

## **27. Wage Surveys**

When a wage survey is held, the Union and Management will select their respective representatives. Participation is an official function and is a positive contribution to a government-wide team; therefore, non-monetary recognition of the employee's efforts is encouraged.

The Director of MWR will issue a letter of assignment and explanation to the designated employee via the supervisor, with copies to the Union.

This letter will include the following information: explanation of a wage survey, travel authorization if appropriate, training requirements, and other pertinent information.

In addition to the DoD Wage Fixing Authority training, AFGE-sponsored training for individuals selected is part of the wage survey process and will be charged as official business.

## **28. Worker's Compensation**

All bargaining unit employees, with the exception of active duty military personnel, shall be covered by Worker's Compensation for injury or disease which occurs on or as a result of the job. The procedures outlined in this Agreement shall be followed for even minor injuries.

An employee who is injured on the job will report the injury to the supervisor. The supervisor or Personnel Office shall provide the employee with all the necessary paperwork to go to the Naval Occupational Health Clinic to record the injury and obtain medical treatment. Worker's Compensation shall cover treatment from the employee's personal physician if the employee elects to use a personal physician rather than the Naval Occupational Health Clinic.

In order to file a claim, an employee must obtain Form LS 201 from the MWR Personnel Office. Management shall advise the employee of the procedures for filing a claim. The employee must submit a copy of this form to the Department of Labor within 30 days of the date the injury occurred. The employee should also retain a copy for the employee's own personal records. The original Form LS 201 must be submitted to the MWR Personnel Office.

Worker's Compensation does not pay for the first three days an employee is out of work due to a work-related injury or illness unless the absence continues beyond fourteen continuous days. Employees may use sick leave,

annual leave, or leave without pay for these first three days. After the first three days, an employee may choose to use one of two options. The employee may elect to use sick or annual leave; or, if the employee does not have sufficient leave or does not wish to use leave, the employee may elect to receive tax-free compensation of 2/3 of the employee's regular pay, based on the employee's current hourly rate. BUPERSINST 5890.1 includes more information about worker's compensation payment and filing processes.

Management shall notify the Union in advance of any change in the Worker's Compensation policy, procedures, or entitlements.

# Performance

## **29. Performance Appraisal**

Performance appraisal systems are intended to provide periodic assessments of job performance. The results of performance appraisals shall be used as a basis for training, rewarding, reassigning, promoting, demoting, removal and decisions relative to within-grade increases. The supervisor shall assist employees in improving less than satisfactory performance. The Performance Appraisal System shall be used for bargaining unit employees.

### **ELEMENTS OF THE PERFORMANCE APPRAISAL SYSTEM**

#### **Rating elements**

Under the Performance Appraisal System, a performance appraisal plan consists of rating elements and performance standards.

A rating element is a component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position. Each employee shall be rated on the following common critical elements: Quality of work, Productivity, Dependability,

Working Relationships with peers and supervisors, and Customer Relations.

If the performance standards for any of these elements are common to ten or more employees, Management and the Union shall each designate three employees as committee members to formulate and recommend the standards.

Supervisors may also add up to two additional rating elements. These rating elements should relate to the employee's job title, grade, and series and must be consistent with the duties and responsibilities contained in the employee's position description. These rating elements must be developed so that they facilitate the accurate evaluation of job performance on the basis of objective criteria as described in the performance standards. If any of the two additional rating elements and/or performance standards are common to ten or more employees, Management and the Union shall each designate three employees as committee members to formulate and recommend the standards.

#### **Performance Standards**

Performance standards are provided at the satisfactory and outstanding levels. A performance standard is a statement of the expectations or requirements established for a rating element at a

particular rating level. The performance standards and their application must be fair, reasonable, attainable, and objective (quantifiable, observable, and/or verifiable). To the maximum extent possible, work measures such as timeliness, quantity, quality, cost effectiveness, and accuracy shall be expressed to indicate how much, how accurate, how soon, or when, how many, or how much. If numeric goals, guidelines, or indicators are used to assess employee performance they must be specifically and clearly stated in the performance standard. Performance standards shall be applied in a fair and equitable manner.

The supervisor and employee shall review the performance standards at the beginning of the appraisal period and shall redevelop the performance standards when work requirements change. In developing these standards, the supervisor and employee should consider the mission and goals of the organization. Both supervisor and employee should make sure that each clearly understands what the standards mean and how they will be met. If there is a need to add, delete, or revise a performance standard, the supervisor and employee shall update and review needed changes. Changes may be initiated by the employee or the supervisor.

## **Ratings**

Ratings identify an employee's level of job performance. There are four possible ratings: Outstanding, Highly satisfactory, Satisfactory, and Less Than Satisfactory. However, the Employer reserves the right to make changes to the performance appraisal system at any

time, subject to appropriate bargaining with the union. Ratings are determined by applying established performance standards to an employee's rating elements.

Thirty days prior to the end of the rating period, supervisors shall advise employees of the opportunity to submit a yearly accomplishment report (YAR) or to meet and discuss accomplishments. Supervisors shall explain to employees how to create a YAR. The YAR and/or meeting is highly desirable and beneficial to both the supervisor and the employee.

Supervisors shall use performance feedback forms (see Appendix C), feedback from any appropriate sources, the YAR, and/or the pre-evaluation meeting to evaluate the employee's performance. Use of Performance Feedback is highly encouraged. This can be done through solicited or unsolicited comments or memoranda or through the Performance Feedback Form. Performance Feedback can come from many sources, including supervisors, work leaders, co-workers, customers, or other persons who have an awareness of the employee's performance. Employees are encouraged to ask such persons to fill out a Performance Feedback Form for them. Supervisors shall explain the use of the feedback form to employees at the beginning of each appraisal cycle. Management shall remind employees to use the Performance Feedback Forms at the beginning of each appraisal cycle, at the mid-year review, and approximately thirty days prior to the end of the rating period. Feedback Forms shall be available through the supervisor or at the Personnel Office.

In evaluating performance, Management shall take into account, factors affecting job performance which are beyond the control of the employee. Management agrees that an employee's performance appraisal shall be based on overall performance for the entire appraisal cycle and not on minor isolated instances of atypical performance.

The rating process shall normally take place within 30 days after the close of the performance appraisal period. The employee's immediate (first-level) supervisor is the rating official. An employee may request a written or oral justification for each rating element rating on which the employee disagrees. This helps the employee understand if improvement is needed and ensures the fairness of the process.

After the reviewing official has approved the ratings, the supervisor shall review and discuss them with the employee. After the supervisor and employee have discussed the ratings, the employee has 10 days to provide additional input or comments. The supervisor should carefully consider this input and evaluate whether or not it might affect the rating. This additional input can provide information that is not normally available. Changing a rating does not indicate a lack of supervisory skill, but rather indicates a comprehensive reevaluation of the employee's performance. An employee who believes that he/she has been adversely affected by application of a performance standard may raise the issue of whether the performance standard, as applied to the employee, is fair and reasonable under the negotiated grievance procedure. Ratings are considered tentative until the employee

has provided input and comments or the 10 days allotted for the employee's response have elapsed.

Ratings of record that have been changed as a result of a reconsideration or grievance shall be signed by the appropriate parties. There shall be no other documentation to indicate the appraisal is the result of a grievance or any like or similar action.

Today's environment of transition and reinvention requires Union representatives to use official time during which they act as vital catalysts for positive change. Participation in Labor Management Partnerships or Command-sponsored work teams is an official function and positive recognition of these efforts is appropriate. These activities contribute to the work processes and environment at Patuxent River and are of benefit to the Command. Employees who act as Union representatives on official time shall not be penalized in performance ratings.

### **Progress Review**

Employees and their supervisors shall have at least one progress review meeting in the middle of the appraisal period. The mid-year progress review is intended to assist employees in analyzing their performance and employees shall be informed of any performance deficiencies in each element as well as any improvements the employee could make to optimize the employee's performance.

Supervisors shall provide additional guidance or opportunities to assist the employee to exceed performance standards and surpass the satisfactory

level. The employee is encouraged to enter into dialogue with the supervisor to recognize areas of accomplishment, to ascertain potential areas for improvement and possible training that might be required to enhance the employees skills and abilities, and to address any changes in work that necessitate changes to the performance standards. The employee is encouraged to discuss ideas with the supervisor that would open up opportunities for the employee to surpass the satisfactory level.

Informal discussions, including review of performance to determine progress and problems, are a normal part of supervision and should occur throughout the appraisal period. These discussions should be a candid, forthright dialogue between the supervisor and employee aimed at improving the work process or product. The discussion shall provide the opportunity to assess accomplishments, progress, and to identify and resolve any issues affecting performance. Discussions shall provide the employee the opportunity to seek further guidance and understanding of his/her work performance. An employee may request informal feedback on performance at other times during the performance period. The supervisor shall inform and coach an employee whenever his or her performance falls from its previous level.

### **Less Than Satisfactory Performance**

If at any time the employee's performance falls below the satisfactory level, the supervisor shall conduct a special review. During this review, the supervisor must explain to the employee

exactly where performance is lacking and provide assistance to bring the performance up to satisfactory or higher level. At or prior to this meeting, Management shall notify the employee in writing of the rating element(s) for which performance is unacceptable and provide the employee a copy of the written satisfactory standard. The employee shall be afforded a reasonable opportunity to demonstrate acceptable performance. The length of time allowed for the employee to demonstrate that he/she can meet the established performance standards shall be commensurate with the duties and responsibilities of the employee's position. The supervisor shall assist the employee in reaching the satisfactory level through counseling, closer supervision, on-the-job training, and/or formalized training, as appropriate.

If an employee is experiencing poor performance that can be linked to a specific position or situation, Management and the employee shall explore the possibility of a transfer. Every effort shall be made to find a place where the employee can be a productive and successful part of the organization.

### **PERFORMANCE RATING CYCLES**

New employees shall receive an initial performance rating within two weeks after the completion of 90 days of employment with MWR. The normal performance rating cycle is one year. The minimum appraisal period is 90 days. This applies to both permanent assignments and temporary assignments such as details and temporary promotions. Employees shall receive

their ratings promptly, within 30 days after the close of the performance appraisal period.

Management shall provide the employee with a written performance plan for each detail or temporary promotion expected to last 30 days or longer.

Management and the Union shall meet to resolve performance issues relative to delays of annual ratings for employees.

If Management proposes to change the performance appraisal system, the Union shall be given notice at least 30 days in advance and shall have the opportunity to negotiate the change.

#### **SUMMARY DATA**

The Union shall be provided with summary rating data for each appraisal period.

### **30. Awards**

Management shall use other forms of recognition and awards to reward employees for superior performance or for significant employee contributions, including, but not limited to the forms of recognition described below. All such awards and methods of recognition shall be awarded and applied on a fair and equitable basis.

#### **Time-Off Awards.**

A time-off award grants paid time-off to the employee without reducing the employee's leave balance. Time-off awards may be granted at any time throughout the fiscal year. An employee's immediate supervisor should submit recommendations for time-off awards to the Deputy Director of MWR. A brief record of any time-off award, including the amount of time granted, the date the award was given, and the reason for the award shall be included in the employee's Official Personnel File.

#### **Letters of Appreciation.**

Employees shall be recognized for commendable performance as well as

for their performance on individual projects or major tasks. Supervisors shall make the MWR Department Head aware in writing of any employees deserving recognition. Bargaining Unit employees may also nominate themselves for Letters of Appreciation by submitting a letter to the MWR Department Head with a copy to the employee's immediate supervisor describing the performance or achievement the employee wishes to be recognized for. The MWR Department Head, or his/her designee, shall, if warranted, issue a signed letter of appreciation or recognition to the employee on official letterhead. This letter shall be personalized and shall indicate the project or type of performance the employee is being recognized for. The original letter of Appreciation shall be presented to the employee by a member of the employee's supervisory chain. A copy shall be filed in the employee's Official Personnel File. Letters of Appreciation shall be issued as they are earned throughout the year.

**Certificates of Appreciation.**

Certificates of Appreciation shall be used to recognize superior performance. This applies to consistently superior performance as well as to performance on individual projects or major tasks. Supervisors shall be responsible for notifying the MWR Department in writing of any bargaining unit employees deserving of such recognition. Bargaining Unit employees may also nominate themselves for Certificates of Appreciation by submitting a letter to the MWR Department Head with a copy to the employee's immediate supervisor describing the performance or achievement the employee wishes to be recognized for. The MWR Department Head or his/her designee shall be responsible for determining which employees receive Certificates of Appreciation. Certificates of Appreciation shall be signed by the Commanding Officer, or his/her designee, of Patuxent River NAS and the Director of MWR, or his/her designee. The employee shall receive the framed original certificate. A copy of the certificate shall be filed in the employee's Official Personnel File and copies shall be sent to the employee's immediate supervisor and to the Division Head. Certificates of Appreciation shall be given as they are earned throughout the year.

**Plaques.**

Management shall give engraved, personalized plaques to recognize exceptional performance or contributions by bargaining unit employees. The MWR Department Head, or his/her designee, shall determine who shall receive a plaque based on written recommendations from

immediate supervisors or Division Heads. Bargaining Unit employees may also nominate themselves for Plaques by submitting a letter to the MWR Department Head with a copy to the employee's immediate supervisor describing the performance or achievement the employee wishes to be recognized for. The plaque shall be personally presented to the employee by the employee's supervisor and the MWR Department Head or higher level management official. Plaques shall be given throughout the year as they are earned. A brief record of any plaque awarded, including the date the plaque was given, and the reason for the award shall be included in the employee's Official Personnel File.

Management shall grant length of service awards to bargaining unit employees at increments of five years, beginning with five years of service. Service need not be continuous. The five-year length of service award is a certificate. Length of service awards for over ten years include a certificate signed by Commanding Officer of Patuxent River, a pin and a patch. The MWR Director or his/her designee and the employee's immediate supervisor, or his/her designee shall personally present length of Service Awards to the employee. Length of Service Awards recognizing fifteen or more years of service shall be personally presented by the Commanding Officer of Patuxent River Naval Air Station, or his/her designee and the MWR Department Head, or his/her designee.

Management will budget at least 1% of the salary expense for performance and special act awards for regular full-time, regular part-time, and



flexible employees. Performance awards are given to regular and flexible employees earning Highly Satisfactory and Outstanding performance ratings. Special act awards are presented for significant program achievements and are given throughout the year.

# Leave

## **31. Annual Leave**

The supervisor shall monitor the use or lose leave balance and make arrangements so that the employee can use the leave and receive positive benefits from the earned leave. If the scheduled leave is denied or canceled by Management, "use or lose" leave shall be carried over. Leave forfeiture shall be avoided. Annual leave, once approved is the entitlement of the employee to be used in the manner desired by the employee. Employees shall not be questioned regarding the reason for their use of non-emergency annual leave.

There are three categories of annual leave used in this article: scheduled leave (leave requested at least 5 working days in advance of the date leave will be taken); unscheduled leave (leave requested less than 5 working days in advance of the date leave will be taken, including "on-the-spot" leave); and emergency leave (leave that cannot be scheduled to meet an emergency situation).

Employees will request leave in writing and as early as possible. Employees may use Leave Approval Form 71 or an alternate written request. The supervisor is the official authorized to approve leave. The supervisor shall make every effort to accommodate the employee's leave request and shall return the approval or denial of leave in writing to the employee. Requests for scheduled

leave shall be approved or denied within 5 working days. Once approved, scheduled leave shall not be canceled except in the case of an exigency requiring the presence of that specific employee. Requests for unscheduled leave, including "on-the-spot" leave, shall be approved or denied as soon as possible in keeping with mission requirements. Earned annual leave can only be denied for workload considerations which have pre-established deadlines or staffing requirements. When annual leave is denied, the supervisor shall work with the employee to reschedule leave.

Any dispute between employees desiring leave on the same date shall be resolved on the basis of which employee submitted their leave request first. In the event that both employees submit their request on the same date, preference shall be granted to the employee with the greatest seniority (service computation date). If the conflict recurs after seniority is exercised, the preference shall rotate to the next senior employee.

Supervisors shall give special consideration in granting leave for employees' emergencies. The employee will make every effort to notify the supervisor of pending emergency situations but must notify the supervisor once the emergency has passed. If an employee is charged AWOL, the leave

shall be retroactively reinstated after the emergency is verified or a bona fide reason given.

Management shall ensure that supervisors and employees are educated on leave policies.

## **32. Sick Leave**

There is no limit to the amount of leave employees may accrue and carry over into another leave year. The leave year begins on the first day of the first full pay period in the calendar year and ends the last day of the last pay period which begins in that calendar year. Unused sick leave in the employee's accrued sick leave account at retirement will be added to credited service to determine total credited service, if the employee applies for immediate retirement.

Sick leave may be used at the request of the employee for periods of incapacitation due to illness; injury; pregnancy; childbirth; exposure to a communicable disease; and for medical, dental, or optical examination or treatment that cannot be scheduled during non-duty hours. Sick leave may also be used to care for a family member who is ill or injured. Employees shall not be discouraged from using sick leave.

Employees should schedule routine medical appointments in a manner to minimize impact on workload and on leave usage. The employee will submit sick leave requests for routine medical appointments in writing in advance to the supervisor or other designated individual.

For unscheduled sick leave absences, the employee must notify the supervisor or other designated individual

as soon as possible. This notification should take place before the start of the employee's workday or within the first hour of the workday. The employee may be required to submit a medical certification for an absence of more than 5 work days. The employee shall not be required to submit a medical certification for an absence of 5 or less days unless the employee is under a pre-existing letter of requirement.

When evidence is found that an employee is abusing sick leave, a medical certificate may be required to justify the grant of sick leave thereafter. The supervisor shall advise the employee in writing that all future requests for sick leave must be supported by a medical certificate. This written requirement shall also explain fully why the employee is suspected of abusing sick leave. Abuse of sick leave shall not be determined solely on the basis of leave balance. The employee may grieve the letter of requirement. The requirement shall be rescinded, in writing, at such time as a sustained improvement in the employee's sick leave record warrants.

Sick leave records must be treated as Privacy Act Information. Supervisors may ask employees whether sick leave is being used for themselves or for a family member, but shall not ask employees about the nature of their illness.

## **33. Holidays**

Because MWR is a recreation-oriented activity, many facilities remain open on holidays to meet customer demand. Employees shall be given holidays off when staffing requirements allow. Whenever it is necessary to staff facilities on holidays, Management shall attempt to rotate assignments fairly among employees.

Eligible employees shall receive the following paid holidays: New Year's Day, Martin Luther King's birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas, and any other day proclaimed a holiday by Federal Law or Executive order.

To be eligible for holiday pay, all employees must be in a pay status the

scheduled day preceding or following the holiday. Employees in a leave without pay or AWOL status are not eligible.

### **Regular full-time and Regular part-time (NA, NF, NL and GSE)**

Regular full-time and regular part-time employees in a pay status who are excused from work on a holiday are entitled to the basic rate of pay if the holiday falls on a day they are normally scheduled to work. Pay is equal to the number of hours the employee would have worked had the day not been a holiday. If the holiday falls on the employee's day off, then they are entitled to an alternate day off with pay during the pay week in which the holiday falls.

## **34. Family Leave**

### **Family Friendly Leave Act**

The Family Friendly Leave Act (FFLA) allows employees to use sick leave to take care of a family member who is ill, injured, pregnant or recovering from a birth, to take a relative to a doctor or dentist, or to attend or make arrangements for the funeral of a family member.

### **Regular Full-Time Employees:**

The FFLA provides for regular full-time employees to use up to 40 hours of accrued sick leave annually for family care or funeral purposes. Regular full-

time employees may use an additional 64 hours of sick leave if the amount of sick leave to their credit remains at or above 80 hours. An employee may use no more sick leave than accrues during the leave year (104 hours). Supporting documentation may be required for leave requests.

### **Regular Part-Time Employees:**

Annually, regular part-time employees may use accrued sick leave up to the average number of hours of work in their scheduled workweek for family care or funeral purposes annually. Regular part-time employees may use an

additional amount of sick leave if the amount of sick leave to their credit remains at or above an amount twice the average number of hours worked in a week. An employee may use no more sick leave than the employee would normally accrue during the leave year. Supporting documentation may be required for leave requests.

to take up to 12 workweeks of Leave Without Pay during any 12 month period for reasons such as the birth of a child; the placement of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

### **Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) entitles eligible employees

## **35. Leave, Other Types and Uses**

The intent of this article is to guide supervisors and employees regarding other types of leave and the use of annual leave, administrative leave, or compensatory time for special purposes.

Administrative leave may be granted to regular employees, not to exceed 3 workdays, for death in the immediate family including spouse, parent, child, brother, sister, parent of spouse, grandparents, or other close relative who is part of an employee's immediate household.

Regular employees are entitled to take up to 7 days of leave which shall not be deducted from annual or sick leave to serve as a bone marrow or organ donor.

Regular full time employees in the National Guard or Reserves are entitled to excused absences up to a maximum of 15 calendar days per fiscal year without loss of pay, time or performance rating of military leave each year to be used when called for active duty or active

duty training. Any part of this excused absence that is not used in any given fiscal year accumulates for use in succeeding fiscal years, not to exceed a 15-calendar day maximum carryover. Thus, an eligible employee could have a maximum of 30 days credit for use during a fiscal year. For regular part time employees, the rate at which leave accrues and is paid will be prorated based on the average number of hours the employee works in a week. Otherwise, the same rules apply as for regular full time employees.

Employees may request the opportunity to work compensatory time to cover the time off to practice their religious beliefs. If the employee does not have any compensatory time accrued, the request to accrue compensatory time should be made at least 6 months in advance. Employees who accrue leave may also use annual leave to cover time off for the practice of their religious beliefs, providing that the employee's leave balance is adequate to cover the time used. Religious practices

include moral or ethical beliefs as to what is right or wrong and which are sincerely held with the strength of traditional religious views. For this reason, the religious practice in and of itself may not be challenged. Management shall make every effort to approve leave or compensatory time for religious practices. Requested time off for religious practice may only be denied for operational exigencies.

Upon advance submission of a court order, subpoena, summons or any other judicial notification, regular employees will be granted paid court

leave for jury duty; to appear in court in an unofficial capacity as a witness on behalf of the US Government, or the government of the District of Columbia; and to appear in court in an unofficial capacity as a witness on behalf of private parties where the US, the District of Columbia, or a state or local government is a party to the proceedings. The court may be a Federal, District of Columbia, state or local governmental unit court. This provision does not apply to an employee appearing as a witness in a judicial proceeding that involves only private parties.

### **36. Leave Without Pay**

Leave without pay is an approved absence in a non-pay status that may be granted, normally at the employee's request. Extended periods of leave without pay are only granted in certain instances, including fulfillment of parental or other family responsibilities; school attendance in order to increase job effectiveness; furtherance of a program of interest to the government; extended incapacitation due to illness or injury; protection of employee status while awaiting rulings on disability insurance or injury compensation; and leave of absence to perform the duties of a union representative at the request of the employee and the Union.

Employees who are requesting extended leave without pay should discuss the legal ramifications and the potential impact on benefits with MWR's personnel department.

Whenever possible, employees shall be granted administrative leave to attend the funeral of a co-worker, with first consideration given to the deceased employee's immediate co-workers. Senior employees shall be given the first opportunity to use administrative leave.

### **37. Voluntary Leave Bank**

The Voluntary Leave Bank is designed to supplement the Voluntary Leave Transfer Program. The Voluntary Leave Bank for nonappropriated fund employees shall be governed by the procedures contained in

NASPAXRIVINST 12630 as it relates to the Voluntary Leave Bank. However, the Voluntary Leave Bank for nonappropriated fund employees shall be separate from other Leave Banks at the Patuxent River complex.

A Leave Bank is a pooled fund of annual leave from which contributors who need leave can make withdrawals because of a medical emergency when it is anticipated that the recipient's absence from duty without paid leave will be at least 24 hours.

To join the Leave Bank, employees must make a contribution equivalent to the amount of leave an employee accrues in an average pay period. Employees

must be Leave Bank members in order to be eligible to receive leave from the Leave Bank. Should a Leave Bank member experience a medical or family medical emergency after exhausting available leave, the member can apply to the Leave Bank Board for withdrawal of annual leave from the bank. The process is contained in NASPAXRIVINST 12630.

### **38. Voluntary Leave Transfer Program**

Voluntary Leave Transfer Program permits employees to transfer unused accrued annual leave for use by another employee who needs such leave because of a medical emergency. A medical emergency means a medical condition of an employee or family member that is expected to result in the employee being in an unpaid leave status.

The Leave Transfer Program for Nonappropriated Funds Employees shall

operate in the same manner as the Leave Transfer Program described in NAWCADINST 12630, as applicable. Employees who need leave for a medical emergency should make application to the leave approving official. Supervisors shall make leave transfer forms available to employees who wish to use them.

### **39. Administrative Leave**

Administrative leave is an excused absence from duty authorized without loss of pay and without charge to leave. Administrative leave may be granted for such reasons as, but not limited to blood donation; bone marrow and organ tissue donation; employment interviews within DOD; cooperation with fire departments and rescue squads; participation in recognized tutoring or mentoring programs; counseling with the Employee Assistance Program counselor; or hazardous weather conditions. Administrative leave may also be used when an employee is being investigated

for misconduct serious enough that the employee should be removed from the workplace. Administrative leave may also be used for time-off awards.

# Work Place Issues

## **40. Safety and Health**

Management and the Union jointly encourage employees to work in a safe manner, share information, and use appropriate safety devices. Employees must make every effort to work safely. Management will continue to make every effort to provide and maintain safe working conditions.

Management shall be responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause, accident, injury, or illness to employees. The Occupational Safety and Health (OSH) program shall comply with requirements of Executive Order 12196 and the basic program elements of the Department of Labor regulations implementing regulations (29 CFR 1960). Management and employees shall comply with the OSH standards and all applicable rules and regulations.

### **Training**

In order to mitigate potential hazards of safety and health, management shall provide timely appropriate information and training to employees who are required to perform duties which involve potential hazards to safety and health risks. Management shall make available to employees necessary training prior to assigning

duties. When assigning duties to an employee involving unusual hazards uncommon to his/her occupation, rating, or working conditions, management shall take into consideration whether the employee has been instructed in such hazards, proper work methods, and the protective measure and equipment to be used.

Management shall provide specialized training as necessary for Union-designated representatives on Safety and Health Committees, consistent with Executive Order 12196.

### **Safety Equipment**

When Management requires the use of safety equipment and/or protective clothing, Management shall provide the specified items on a priority basis without cost to the employee. Management shall ensure that both male and female employees receive safety equipment that is properly fitted for their gender and meets safety standards.

Management shall provide protective clothing and other protective gear whenever employees are exposed to situations in which such clothing and gear is needed. Management shall provide latex gloves in work areas where they are needed. Management shall supply breathing masks to employees who come into contact with hazardous



substances or fumes, including cleaning agents and pesticides.

If an employee's clothing or property becomes contaminated by hazardous material in the course of performing assigned duties, Management shall assist the employee in filing the appropriate claim to recover damages. Any claim for personal injury or property damage will be processed in accordance with the Federal Tort Act or the Military Personnel and Civilian Employees Claims Act.

### **Reporting of Injuries**

An employee injured on the job will report the injury to the supervisor and will submit Form LS 201 (Notice of Employee's Injury or Death) as soon as possible. If the employee fails to report the injury within 30 days, the employee loses entitlement to continuation of pay. Management shall advise the employee of the procedures for filing a claim. Management shall provide the employee with the Form LS 201 and promptly fill out its portion when it is returned by the employee.

### **Reporting and Abatement of Unsafe or Unhealthful Working Conditions**

Management shall encourage employees to report any unsafe and unhealthy conditions. Employees shall be guaranteed protection from any restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful condition; or for any other participation in the safety program. The Union Safety Officer shall be given the opportunity to inspect any work site for unsafe or unhealthful conditions.

The following procedures will be followed to report unsafe and unhealthful working conditions:

- Every employee is responsible to themselves and other employees to report all unsafe or unhealthful conditions.
- Written or oral reports may be made to an immediate supervisor. The report will include a complete description of the hazard or condition, location (building number, room number, etc.), employee's name, and work phone number. The form for reporting health or safety problems (OPNAV 5100/11) may be obtained from the supervisor, safety bulletin board, electronic media, Customer Support Team, or the OSH Department.
- If dissatisfied with the supervisor's response, the employee will use the chain of command to report to the next level. If employee is still dissatisfied, he/she may contact the OSH Department. The OSH Department will conduct a safety inspection within 24 hours after notification of a potentially serious condition and 5 workdays for other conditions.
- If an employee reporting such a condition wishes to remain anonymous, a written report may be given directly to the OSH Department. All personal

information will be deleted, but the report will be treated just like any other.

- If an employee is not satisfied with the corrective action taken to resolve a problem, he/she may appeal to the next higher level of management. This procedure is outlined in OPNAVINST 5100.23 (series).

The following procedures will be followed to abate unsafe and unhealthful working conditions:

- Management shall make a response within a reasonable period of time to employee reports of unsafe and/or unhealthful working conditions.
- Where the designated Management safety representative determines that an unsafe or unhealthful condition exists, Management shall post notices prominently at or near the location until the cited condition has been corrected and will make reasonable efforts toward prompt abatement.
- Whenever and as soon as it is concluded on the basis of an inspection that a danger exists which could reasonably be expected to cause death or serious physical harm, the Management safety representative shall immediately inform the affected employees and official in charge of the workplace of the danger. The official in charge of the

workplace, or a person empowered to act for that official, shall undertake immediate abatement and the withdrawal of employees who are not necessary for abatement of the dangerous conditions.

- Whenever Management cannot abate such conditions within 30 calendar days, Management shall develop an abatement plan with a timetable of abatement and a summary of interim corrective steps. Employees exposed to such conditions shall be informed of the abatement plan and advised as to measures which should be taken to safeguard their health.

### **Dangerous Situations**

No employee will be required to work under hazardous conditions without at least one other employee present, or where appropriate, a rescue team to provide assistance in case of emergency.

In the case of imminent danger situations, the persons reporting such situations will make the reports in the most expeditious manner available. An employee has a right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, and that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

## **Committees**

MWR shall participate in the NAS Health and Safety Committee. Safety committees shall include equal numbers of Management and Union representatives.

Duties of the Safety and Health Committee include, but not limited to, the following:

- Monitoring and assisting in the operation of the local safety and health program and making recommendations to the official in charge for improvement.
- Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
- Monitoring OSH Department inspection procedures to make appropriate recommendations for changes.
- Reviewing Management's plans for abating hazards.
- Reviewing responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies, and allegations of related reprisal and or noncompliance. If half of the members of record on the Committee are not substantially satisfied with a response, they may request an appropriate review by the chain of command or the local Labor Management Partnership Team.
- Reviewing procedures for handling safety and health suggestions and recommendations from employees.
- Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

## **Access to Information**

- The Union will be provided reports of dangerous, unhealthful, or potentially dangerous or unhealthful conditions within a reasonable period of time when requested. Electronic transfer of information will be used whenever possible. The Union's Health and Safety Committee representative will be considered a routine user of this information.
- Upon request, Management shall provide the Union safety information maintained under the Occupational Safety and Health Act, consistent with the Privacy Act.
- Upon request, Management will provide to the Union the Material Safety Data Sheet regarding any specific chemical which is used at the work site.
- Upon request, the Union will be provided, with accident reports of unit employees and the Quarterly Report of Navy

Civilian Occupational Injuries and Illnesses. The OSH Department shall notify the Union within 4 hours in the event of a serious injury.

- The designated Union representative will routinely have access to the above cited information.

### **Inspections**

Union representatives shall be allowed to accompany the inspector and participate in the inspection. During the course of any inspection, any employee may bring to the attention of the inspector or the participating representative any unsafe working conditions.

The Union shall be given prior notice of the date, time, and place of a NAVOSH or OSHA inspection at any site at the Patuxent River complex where bargaining unit employees work. A Union representative shall have the opportunity to accompany a NAVOSH or OSHA inspector. The representative shall be on official time during the inspection.

### **General**

Management recognizes that matters of discomfort to employees which do not necessarily rise to the level of serious health or safety hazards are still important. Management shall remedy matters such as uncomfortable temperatures, smells and similar negative environmental factors in the workplace based on current standards. Remedies may include relocation of work station(s), reassignment of work,

and/or in extreme circumstances, temporary excusal from duty.

Management shall ensure that all areas in which employees are required to work are clean, safe, healthful, and comfortable. All work areas shall have proper and adequate lighting and ventilation. All indoor work areas shall have heating and air conditioning, except areas where such heating and air conditioning is not feasible or suitable, such as industrial or recreational areas. During hot weather (95°F or above), every effort shall be made to provide employees who work outdoors with shade, provided by a tarp or other method. During cold weather (32°F, with wind chill factor, or below), every effort shall be made to provide outdoor work areas with adequate shelter from the wind, rain, snow, and cold.

All work areas shall include access to drinking water and adequate toilet facilities. The entrances and exits of a building shall be well lit, clearly marked, and shall be equipped with mats. First aid kits shall be available in the work areas. All work areas shall include adequate trash receptacles. Any work area in which fumes or unpleasant smells are present shall be equipped with a ventilation system designed to draw out the fumes or smells. Management shall continue to make every effort to keep work areas free from pests such as mice or insects.

Management will consult with the Union on safety matters affecting bargaining unit employees, and will negotiate, upon request, changes in safety policy affecting bargaining unit employees.

Management shall ensure that work areas are properly lighted for the work to be performed.

When Management convenes a roundtable discussion to investigate an on the-job injury to a bargaining unit employee, the Union will send a representative to the roundtable. This representative will generally be the Union safety officer. Attendance will be on official time. The Union will be given prior notice of the date, time, and place of the roundtable.

Immunizations, where available, shall be provided free to employees and employees shall be given the opportunity

to receive such immunizations during work time.

Prompt life support and emergency medical assistance and ambulance service shall be provided to employees injured or taken sick on the job.

Management shall provide reasonable accommodations for employees with documented medical conditions that are aggravated by frequent exposure to video display terminals.

Management shall fully participate in the Indoor Air Quality Program, designed to protect Federal workers and visitors from unnecessary health risks.

## **41. Drug Free Workplace**

The Union and Management fully support a Drug Free Workplace. An employee who voluntarily refers himself/herself to an assistance program as a user of illegal drugs under the "safe harbor" provision of CPI 792 will be exempt from disciplinary action as a drug user. The employee and the assistance provider will develop a recovery plan, which includes mandatory random drug testing and counseling. Management will be provided a copy of this plan, and drug test results. Management shall make reasonable efforts to accommodate an employee's recovery by granting requests for sick leave, extended annual leave, or leave without pay, or by temporarily adjusting work schedules or job requirements. Management shall give consideration to enrolling employees in available on-site training, such as stress management, which would assist the employee in their recovery.

The activity will initiate action to remove an employee who refuses to obtain counseling or rehabilitation as required by EO 12564 after having been found to use illegal drugs. Management shall maintain the confidentiality and privacy of the employee. This does not imply that employees shall be permitted to come to work while under the influence of drugs.

The Union and Management recognize that alcoholism is also a serious problem, which can affect an employee's work performance and overall quality of life. If an employee chooses to make Management aware that he or she is working to overcome an alcohol dependency problem, Management shall make reasonable efforts to accommodate an employee's recovery by granting requests for sick leave, extended annual leave, or leave without pay, or by temporarily adjusting

work schedules or job requirements so that the employee may participate in programs or attend meetings intended to aid the employee in recovery.

Management shall give consideration to enrolling employees in available on-site training, such as stress management, which would assist the employee in their recovery.

Management shall make information about the dangers of drug and alcohol abuse, as well as information about where to get help for drug or alcohol dependencies, available to employees at their work sites.

## **42. Adverse Weather**

A variety of adverse weather conditions can pose a threat to the safety of employees, including but not limited to snow, ice, flooding, extreme heat, extreme cold, hurricanes, tornadoes, and gale force winds.

Management will determine whether an emergency condition exists, and if so, what course of action will be taken. The determination will be based on the conditions of the roads on and off base, the condition of parking lots, and potential hazards to employees. This will occur after consultation with AFGE Local 1603 President and State and Local Government Authorities.

When management determines that conditions pose a serious threat to the safety of employees, liberal leave will be offered to nonessential employees. The liberal leave policy allows non-essential employees to use accrued annual leave or leave without pay (in the absence of accrued annual leave) at their discretion. Normal requirements for requesting annual leave or leave without pay are waived while the liberal leave policy is in effect.

Management may close all MWR facilities or may make the decision to close individual MWR facilities while others remain open. Decisions to keep

some facilities open while others are closed shall be based on the necessity of keeping the facility open and on the condition of the roads and parking lots on base which employees must use to come to work.

If a decision is made to excuse non-emergency employees who reported to work, employees in a work status at the time the decision is made will be excused without charge to leave. Employees using annual leave to depart from work before the decision to excuse non-emergency employees is made will be charged leave from their departure until the time set for administrative excusal. Employees absent on approved leave for the entire shift will be charged leave for the entire shift. If an employee is scheduled to report for duty after an initial period of leave and dismissal is given before the employee can report, leave is charged until the time set for the dismissal.

When a liberal leave policy is in effect, employees may use annual leave or leave without pay and such leave may not be denied. Employees choosing to use leave shall notify their supervisors by calling into work. In the event the employee is not able to contact their supervisor, the employee may notify the supervisor as soon as practical.

Conditions may arise during non-working hours that make it difficult for employees to arrive at work as usual. Supervisors have authority to excuse tardiness up to 2 hours without charge to leave. Tardiness in excess of 2 hours may be excused following review and approval by an appropriate higher-level supervisor. Normally, annual leave will be charged for tardiness in excess of 2 hours, unless the review indicates that the employee made every reasonable effort to get to work no later than 2 hours after the start of the work shift, but could not due to the emergency conditions. Factors to be considered include: the distance the employee traveled; the normal mode of transportation; the employee's efforts to report to work; and the success similarly situated employees had in reporting to work within 2 hours after the start of the shift. If possible, employees should notify their supervisor that they would be arriving late.

Management may also deal with inclement weather by implementing delayed openings and/or early closings for all or some organizational elements.

When extreme temperatures (hot or cold) within a work area cause a hazard not typically related to the occupation, supervisors shall take steps to deal with the situation. Means available to supervisors in such situations include: temporary changes in starting and quitting times; reasonable relaxation of normal expectations of attire; temporarily assigning employees to work in other spaces better equipped to deal with the temperature extremes; on-the-spot leave; authorization of rest breaks; etc.

Management shall ensure that all items necessary to handle adverse weather conditions are made available to work sites. Items such as snow shovels, rock salt, masking tape and rolls of plastic should be obtained from Public Works/Self Help or federal stock or open purchase prior to the arrival of adverse weather. The safety of employees is paramount. Plans should be in place for building occupants to clear sidewalks and stairways and should take the needs of any handicapped employees into consideration.

When adverse weather occurs, Management shall announce the decision to remain open, close, open late, close early, or that a liberal leave policy is in effect. This announcement shall be made as early as possible, preferably by 0530 hours.

This announcement shall be recorded on (301) 342-3521. The decision shall also be relayed through local radio and television stations.

Management officials must identify critical functions that require continued operation or coverage and that cannot be suspended or interrupted regardless of group or general dismissals. Employees who perform services vital to the continuity of those functions, and who are designated to be at work regardless of emergency situations or any general dismissal authorizations, must be informed in writing of the special requirements placed upon them for reporting to, or remaining at, their work sites. Every consideration shall be granted these employees under extreme weather conditions.

## **43. Work Areas, Technology, and Equipment**

All equipment, tools, and furniture purchased or otherwise obtained shall be ergonomically correct. Management shall make every effort to ensure that work spaces are configured in an ergonomically correct manner and shall educate employees on ergonomic techniques and principles.

When employees are required to stand in one place for long periods of time (15 minutes or more), management shall provide ergonomic mats which are designed to relieve the stress and strain caused by standing.

Management shall continue to make braces available to employees who need them for lifting or other activities requiring protective support.

If an employee experiences discomfort caused by working at a computer terminal or is concerned about potential ergonomically related problems, management shall conduct an ergonomic analysis to determine the cause and possible solutions to resolving the discomfort. Such solutions may include installing wrist rests, or a height adjustable tilting keyboard. Management shall take the steps necessary to remedy the ergonomic deficiencies.

Upon request, Management shall also provide an adjustable paper holder to hold papers up where the employee can view them while typing, and a mouse pad with a wrist rest. Management shall supply the appropriate equipment to employees

suffering from medically substantiated eyestrain or other conditions. When furniture or office equipment is replaced, Management will ensure that the furniture or equipment is ergonomically correct. The Safety Office is available for advice regarding ergonomically correct office layout, furniture, or equipment. Upon request by the employee, management shall supply a telephone shoulder rest to ease the strain on an employees neck while holding the phone. When an employee spends large amounts of time on the phone, management shall provide a headset for the employee to use.

All employees will have access to a computer either through an individually assigned computer or a multi-user work station. All computer hardware and software will comply with the COMNAVIAIRSYSCOM standard. Management will ensure that all employees will have access to e-mail. Access to the base intranet and the internet will be provided for employees wishing to conduct job-related research and communications. When determined to be necessary and appropriate by Management, training will be provided to employees to ensure that they can utilize e-mail, Intranet, and Internet resources. Basic computer training shall be offered to employees who have a job-related need when determined to be necessary and appropriate by Management.

Management shall provide phone books and organizational charts to those employees who need them.



Management shall provide employees with the tools or equipment necessary to perform assigned tasks.

## **44. Work Breaks**

Employees should work in an environment that fosters mission completion in a safe, healthful and productive manner. The Union and Management support work breaks to revitalize and promote safe work practices and minimize productivity.

Work breaks are periodic rest periods taken during the workday. These breaks revitalize employees and promote safe work practices while maximizing productivity. Employees will be given reasonable normal rest periods during the workday and during overtime periods. Length and location of the break is dependent on job specific factors. Employees will make every effort to take these breaks to maintain a safe and productive work environment. Management will ensure that employees are given rehabilitation periods for high stress or heavy-work jobs. Employees will optimize their breaks for mission accomplishment. Employees taking lunch and work breaks will be given reasonable time before and after lunch and breaks to cleanup and secure the work site.

Environmental conditions on the job, such as heat, will affect the frequency and duration of breaks. Guidelines are set forth in Appendix A of this agreement. These guidelines will

be posted in appropriate workspaces for reference.

On occasion, a prolonged breakdown of essential building services may occur. In those cases, supervisors will implement a dress down code along with alternate ventilation or a relocation of personnel to other workspaces until the building services are restored.

Management shall provide a locker to employees who are not assigned a desk, individual workstation, or another space conducive to storing personal items. Within each facility, a space shall be designated for breaks, which is also appropriate for use as a lunch area for employees. When break rooms are used, the space shall be adequate to accommodate the number of employees who normally use the break room at one time. When possible, break rooms shall be heated and air-conditioned and shall contain adequate lighting, a sink with hot and cold running water, cabinets, tables and chairs. When possible, management shall also make accessible a refrigerator, microwave, coffee maker and soda machine. Management shall supply soap, paper towels, and a general-purpose cleaner. Employees shall be responsible for cleaning up after themselves.

## **45. Light Duty**

Light duty is a temporary assignment of limited duties when an employee is subject to medical limitation(s). Management shall offer light duty to an employee when a temporary assignment is available that is commensurate with the employee's qualifications and medical restrictions. Such light duty may also include the assignment of duties for which an employee could reasonably be trained and which fall within the documented medical restrictions. The medical condition and restrictions must be verified by the employee's private physician or by Management's physician. Employees must provide a copy of the physician's statement to the personnel office.

When an employee is placed on light duty, all division heads shall be notified so that they may consider requesting the employee for light duty in their facility or to substitute for employees on leave. This notification shall include the employee's job description, the expected duration of the light duty and a brief of the employee's medical restrictions. This notification shall be treated as privacy act material. Employees on light duty may also be used to substitute for an employee who is on leave, provided that the job is appropriate for the employee's qualifications and medical limitations.

Management shall not assign an employee to perform work that is prohibited by the restrictions placed on the employee by the physician.

## **46. Use of Vehicles on Government Business**

Employees should use government vehicles in connection with the performance of their duties.

When a government vehicle (including the base taxi) is not available, an employee may choose to use their own vehicle; however, the employee

must receive advance authorization for reimbursement prior to using their own vehicle, unless circumstances preclude prior authorization.

All government vehicles used by employees shall be maintained in a safe condition.

## **47. Parking**

Parking shall comply with NASPAXRIVINST 5560.4. Any exceptions must be negotiated on a case by case basis.

Handicapped parking shall be clearly posted, marked, and properly sized in accordance with the Americans with Disabilities Act.

Employees should be aware of and protect their personal safety. When arriving or leaving outside of normal working hours, employees are encouraged to take precautions such as traveling to and from the parking lot in pairs, having the keys ready, inspecting the interior of the vehicle, and remaining alert. Management will annually review

needs for additional parking, lighting, and other safety and security improvements. Management will forward the needs to the Facilities Requirements Board and make recommendations to be included in the NAWCAD budget submission.

## **48. Fraud, Waste, and Abuse**

Employees have the right and are encouraged to disclose information which they reasonably believe is evidence of a violation of any law, rule, regulation, mismanagement, a waste of funds, an abuse of authority, or a substantial and specific danger to health or safety. This reporting is a positive process that improves our efficiency and effectiveness. Management must reinforce the intent of this reporting as a positive way to improve government efficiency and effectiveness. Management shall protect employees who use the reporting process from reprisal. Investigations shall be done discreetly, thoroughly, and carefully in accordance with the Privacy Act maintaining the presumption of innocence.

There are a number of different avenues for reporting safety violations, fraud, waste, and abuse. Access to them and the proper steps to follow shall be publicized through appropriate channels such as: posters, flyers, bulletin boards, audio/visual media, etc.

Employees are encouraged to apprise the supervisor of any potential safety, fraud, waste, and abuse issues, even in the case of unintentional violations, via the "no" vote. The "no"

vote is an opportunity for the employee to go on record as cautioning against this course of action and ask for a review of the process or procedure by the decision-maker.

Management shall ensure that if the results of the report generate cost savings, the appropriate rewards/recognition process will be used.

During an investigation, the individual should be made aware that he/she is being investigated and should have the opportunity to explain/defend himself/herself, provided that doing so would not seriously affect the investigation or violate law. If the results of a report exonerate the individual, that fact will be made clear to the management chain in accordance with the Privacy Act.

## **49. Travel**

When an employee travels on government business, it is the joint responsibility of the employee and the supervisor to ensure that the mission is accomplished successfully. It is also necessary that the traveler be well informed as to what is expected of him or her while on travel and that the traveler have easy access to information regarding the TAD process.

When an employee is sent on Temporary Additional Duty (TAD), Management is responsible and accountable for ensuring the traveler has all the necessary resources to accomplish the mission. Employees shall be notified of upcoming travel, as soon as possible, and the supervisor shall assist the traveler in comprehensive planning and preparation for the TAD assignment. Complete communication between the traveler and the supervisor in both the preparatory and execution stages of the TAD assignment enhances both the traveler's comfort level and the productivity of the assignment and should be carried out accordingly.

It is the responsibility of the supervisor to ensure that each employee's position description correctly identifies travel requirements of the job. If travel requirements increase, it is necessary for a change to be made in the employee's position description. Any change greater than 5% in the amount of travel required in an employee's position description shall be considered a change in working conditions and will entitle the employee to Union representation.

Supervisors are encouraged to be flexible with whom they send on TAD and to rotate travel duty where possible, while considering mission requirements. Whenever possible, travel shall take place within normal working hours. When supervisors become aware of special conditions (temporary or permanent physical, mental, or personal issues) affecting an employee's ability to travel, they shall make every reasonable effort to accommodate the traveler's condition.

When receiving a TAD assignment, employees need to prepare for that assignment as thoroughly as possible. Employees should involve their supervisors in such preparation as appropriate. It is the obligation of the employee to communicate to their supervisor any special condition which inhibits or interferes with travel. While on TAD, an employee's primary objective is the effective and efficient accomplishment of the TAD mission. Employees who have not been issued a government credit card, shall be issued a cash advance upon request. Travelers are authorized one phone call per week of reasonable length to their home during their TAD at government expense. In addition, payment of calls home for emergency situations are authorized.

Management shall make available appropriate information on travel rules and regulations for those who are responsible for answering travel-related questions. These personnel will then assist travelers in planning and executing

travel as efficiently as possible. In addition, updated guidance on travel regulations will be published, along with any changes to the regulations.

To further inform the traveler of necessary procedures and requirements, employees on TAD shall be provided an

informational briefing sheet attached to their orders, including information on proper use of government travel credit card, rental vehicles, receipt requirements, authorizations, periodic liquidation's, telephone calls to home, etc.

# Employee Programs

## **50. Employee Right to Privacy**

Searches and seizures by the Government of the private property or persons of its employees shall be subject to Constitutional and all other legal constraints. Employees may store personal papers and effects in their offices, desks, lockers, and file cabinets. Personal property of the employee, such as pocketbooks, briefcases, or other like materials, shall not be subject to search without probable cause or belief that criminal activity is involved. Any search or seizure shall only be carried out by the appropriate law enforcement officials in accordance with NASPAXRIVINST 5810.2. Employee's persons shall not be searched or detained against the will of the employee by Management. Employees shall be notified when their computer files have been accessed by Management except in cases of national security, criminal investigations, or other suspected work-related misconduct. Such access shall

only occur for legitimate work-related reasons.

Information obtained in an official capacity relating to an employee's work performance, record, or personal information shall not be discussed with anyone who does not have a legitimate need to have the information. Management shall protect the privacy of employee records in accordance with the provisions set forth elsewhere in this agreement.

Correspondence of a private nature between Management and individual employees shall not be placed where it may be viewed by other employees or customers. Any verbal discussions of a potentially embarrassing nature between Management and an employee shall be held in private away from the hearing of other employees or customers.

Employees shall not be subjected to embarrassment, harassment, or humiliation.

## **51. Employee Involvement and Empowerment**

It is the intention of Management to give employees a sense of ownership in the organization and a stake in its successful and profitable operation. Management shall empower employees to make independent decisions whenever

possible. Management shall involve employees and the Union whenever possible in business operations and decisions. Employees shall be encouraged to ask questions and make suggestions for the more efficient and

profitable operation of the organization. Employees shall be encouraged to suggest initiatives to improve customer service and satisfaction. Management shall review and give due consideration to suggestions made by employees or the Union. Employees or the Union may submit written proposals for generating additional revenue or reducing the cost of operation to the Director of MWR.

These proposals shall be reviewed and given due consideration. If Management decides to implement any suggestion made by an employee, the employee shall be duly recognized and rewarded.

The patent office is available to employees who wish to apply for a patent for a product or process of potential benefit to the organization.

## **52. Employee Feedback**

Management shall place Employee Feedback boxes at each work site, located beside the employee bulletin board or in the employee break area. These boxes shall be locked and the key shall be retained by the Director of MWR or the Director's designee. Employees are encouraged to use these boxes to provide feedback on a variety of issues, including management techniques, initiatives, programs, and on work-related processes.

Employees may provide input anonymously, but are encouraged to include their name so that Management may pursue issues and inform the concerned employee of action being taken. Employee feedback is a positive

process and providing this feedback shall be encouraged. The Director of MWR, or his/her designee, shall read feedback placed in the Employee Feedback boxes and shall give serious consideration to employee input, suggestions, and complaints.

Employees are also encouraged to use other feedback techniques at any time. Employees are urged to discuss any issues they are having, including management techniques, policies, or work processes with their supervisor as the issues arise. Employees are also urged to provide positive feedback to their supervisor when things work well.

## **53. Career Counseling**

Employees are highly encouraged to take an active interest in career planning. Such career planning shows initiative, ambition, and responsibility. Management will make every reasonable effort to assist employees in career planning during performance reviews and as requested by the employee.

Such career counseling shall be provided by a personnelist, the employee's supervisor, or another Management official qualified to assist the employee in this manner. Career counseling is intended to provide employees with information about how they can advance in their career and

explain requirements for promotion and advancement. Career counseling includes exploring the requirements and qualifications of different positions as well as identifying training that could be helpful to the employee. While career counseling in and of itself does not entitle the employee to a promotion or

career change, it will be beneficial to the employee by focusing on helping the employee to develop a plan and set goals for advancement in the employee's desired field as it relates to MWR.

## **54. Surveys**

Management shall give the Union an advance copy of any survey or questionnaire on personnel practices, policies, or working conditions that it wishes bargaining unit employees to complete. If the Union so requests, Management shall negotiate over the

proposed survey/questionnaire. The Union shall either approve the survey/questionnaire or request negotiation within five calendar days. A statement indicating the Union's concurrence will be included as part of the surveys/questionnaires.



# Conflict Resolution

## **55. Grievance Procedure**

Whenever possible, both parties will make efforts to resolve problems at the lowest possible level prior to filing a formal grievance. Grievances must be presented within twenty calendar days from the date on which the aggrieved party may have been reasonably expected to have learned of the event or condition being grieved. Grievances on continuing conditions may be submitted at any time. Failure by Management to observe the time limits shall entitle the aggrieved employee to advance the grievance to the next step. Time limits specified in this Article may be extended by mutual agreement on a case-by-case basis. For the purposes of this Article, whenever a time limit or due date falls on a non-workday, the time limit shall be extended until the next workday. For the purposes of this Article, a workday is defined as any Monday, Tuesday, Wednesday, Thursday, or Friday that is not a federal holiday.

### **Step 1.**

In the event a complaint or disagreement affecting an employee arises, the matter shall first be discussed by the aggrieved employee and/or the employee's Union representative with the immediate supervisor. If the employee determines that a grievance exists, the employee must make it officially known to the immediate supervisor within twenty calendar days

from the date on which the employee may have been reasonably expected to have learned of the event or condition being grieved, except in the case of a continuing condition. A grievance concerning a continuing condition may be submitted at any time. The Step 1 grievance may be submitted orally or in writing by the employee and/or the employee's representative. The supervisor shall meet with the employee and the employee's representative within ten days of the date the employee brings the grievance to the supervisor's attention. The supervisor will make whatever investigation is necessary and shall provide a written response to the employee and a copy of this response to the Union within ten calendar days after the date of the grievance meeting.

### **Step 2.**

If the grievance is not settled to the satisfaction of the grievant at Step 1, and the grievant desires further consideration on the matter, the grievance shall be written and submitted to the Department Head within ten calendar days of the date of the Step 1 decision. Within ten calendar days after receipt of the written grievance, the Department Head or his/her designated representative will meet and discuss the grievance with the employee and the Union representative.

Generally a grievance meeting shall be limited to the grievant, the Union representative, a personnelist, and the Management official. Any additional attendees must be mutually agreed upon by the Union and Management in advance of the meeting. The Department Head shall render a written decision to the employee and a copy of this response to the Union within ten calendar days after the date of the grievance meeting.

If the employee chooses to submit the grievance without representation by the Union at Step 2 of the grievance procedure, the employee may not later choose to be represented by the Union in the third step of the grievance and cannot take the grievance to arbitration or appeal.

### **Step 3.**

If the grievance is not settled to the satisfaction of the grievant at Step 2, and the grievant desires further consideration on the matter, the grievance shall be written and submitted to the Commanding Officer within ten calendar days of the date of the Step 2 decision. Within ten calendar days after receipt of the written grievance, the Commanding Officer or his/her representative will meet and discuss the grievance with the employee and the Union representative. The Commanding Officer shall provide a written decision to the employee and a copy to the Union representative and a copy of this response to the Union within ten calendar days after the meeting. The

Commanding Officer's decision is the final Navy decision.

### **Disagreements between the Union and Management**

Disagreements between the Union and the Employer shall be resolved as follows:

- The party raising the issue shall inform the other party of the nature of the issue and representatives of each party will meet to investigate the issue and attempt resolution. The parties shall meet within ten calendar days of the notice by either party to the other of an alleged disagreement.
- If resolution is not reached at this meeting, the matter shall be referred to the Executive Director of the Naval Air Station. The Executive Director, NAS, or his designated representative shall meet with the Union President or his designated representative and any other parties who are mutually agreeable and relevant to the issue. This meeting shall occur within ten calendar days following the initial meeting. At the mutual consent of the parties, the time limit of ten calendar days can be extended.
- If the disagreement cannot be resolved, the issue(s) shall be written, and submitted to the other party along with an indication of whether or not further discussion is desired. The party to whom the issue(s)

are submitted will render a written decision as soon as practicable but not later than ten calendar days after discussion or receipt of the written issue(s) if no request for further discussion was made. If the decision is not

satisfactory to the aggrieved party, the issue(s) may be submitted to arbitration.

## **56. Arbitration**

Arbitration provides for a neutral third party to resolve a dispute after hearing arguments and reviewing evidence submitted by the parties. If Management and the Union are unable to settle any grievance processed under the negotiated grievance procedure, the aggrieved party may submit the grievance to arbitration. The filing party will advise the other party of its intent to go to arbitration within 30 calendar days after issuance of the final decision on the grievance.

Within 15 calendar days after the notification of the intent to file for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators.

The parties shall meet within 7 calendar days after the receipt of the list of arbitrators. Management and the Union will each strike one arbitrator's name from the list of five and then repeat this procedure. The remaining person shall be the arbitrator.

If for any reason, either party refuses to participate in the selection of an arbitrator, the FMCS will make a direct designation of an arbitrator to hear the case.

Disputes over arbitrability or grievability will be referred to an arbitrator for a decision. The arbitrator will hear the merits of the case unless he/she makes an on-the-spot decision that the case should not be heard.

The fees and expenses, if any, of the Arbitrator shall be borne fully by the employer if the award is in favor of the grievant; if the award is in favor of the employer, the union shall bear the full costs, fees, and expenses. Any other expenses must be mutually agreed upon or must be borne by the party incurring the expense. In cases where the award is not clearly in favor of either party, the arbitrator shall determine the cost to be borne by each party.

The arbitrator should render his/her decision as quickly as possible and within 60 calendar days after the closing of the record, in accordance with the rules of the FMCS. The arbitrator's award shall be binding on the parties except that either party may file exceptions to an award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

The arbitrator shall not modify, delete, or add to the provisions of this Agreement.

## **57. Disciplinary and Adverse Actions, and Actions for Unacceptable Performance**

Discipline is designed to correct and improve employee behavior. Actions shall be fair and equitable. Disciplinary actions shall only be taken for just cause and shall be supported by substantial evidence.

When taking an action, Management shall consider the relevant factors given the circumstances of each individual case and similarly situated employees, if any, to make a fair decision.

Actions for unacceptable performance (i.e., reduction in grade or removal) shall be taken only when an employee's performance is at the less than satisfactory level after the employee has been placed under a Letter of Caution which meets the criteria of BUPERS 5300.10, 219 and given the opportunity to improve. Such actions must be supported by substantial evidence.

Except where circumstances demand disciplinary action for a first offense, discipline shall be preceded by counseling and appropriate assistance. Counseling is a coaching tool intended to express expectations for conduct and/or performance and to communicate supervisory concerns relating to conduct and/or performance. Counseling is informal and is not a disciplinary action. Counseling is not a basis for future disciplinary action, although it may be referenced to indicate that the employee has been made aware of a problem. Counseling is normally provided verbally, although in some instances,

counseling will be provided through a Letter of Caution. Verbal counseling will occur in a private meeting between the supervisor and the employee in a manner that doesn't cause embarrassment to the employee. The employee will be informed by the supervisor that the meeting is a counseling session so that the employee is aware that actual counseling is taking place. When counseling is provided through a Letter of Caution, the letter shall inform the employee that they are receiving written counseling and that the Letter of Caution is not disciplinary action.

When any disciplinary action or performance based action is taken, Management shall make available all evidence used to support any proposed action to the employee or the employee's representative upon request.

Investigations and disciplinary actions shall be timely. The Employer has the right and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result. Accordingly, prior to initiating a formal action against an employee, the Employer may conduct a pre-disciplinary interview. At a pre-disciplinary meeting conducted by the supervisor, the employee shall be informed in adequate detail so that the employee may clearly identify the problem described. The employee has the right to representation by a Union representative at the examination. The employee shall be advised of this right prior to the examination.

During an investigation involving suspected criminal activity, an employee must be adequately informed in writing that his/her replies cannot be used against the employee in a criminal case and that failure to respond may result in removal. If an employee has been so informed and does not cooperate with the investigation, the employee may be removed. If the employee has not been so informed, the employee shall not be removed for not cooperating during the investigation.

Disciplinary actions or actions for performance based actions shall be appealed through the negotiated grievance procedure.

Any adverse action contested in whole or in part on the basis of an alleged violation of Title 5, U.S. Code 2302 (b).(1), may be grieved under the negotiated grievance procedure and/or appealed through other applicable procedures.

Disciplinary or adverse action, or action for unacceptable performance may not be upheld if the employee proves that the Employer erred in the application of procedures and that the error was harmful (i.e., caused substantial harm or prejudice to his/her rights).

Recoupment action against a bargaining unit employee for missing, stolen or lost government property will be taken in accordance with applicable governing regulations. Such Recoupment action shall only be taken in accordance with applicable regulations when evidence proves that the employee is responsible for the

government property and acted in a wrongful or negligent manner.

When a personnel action has been reversed by a grievance, appeal, or arbitration, the employee shall be restored and made whole within two full pay periods.

Oral admonishments will specifically inform the employee of what he or she did wrong, when it occurred, the circumstances surrounding the incident, and what expectations management has relative to the incident. Oral admonishments shall be provided in a private meeting between the supervisor and the employee in a manner that doesn't cause embarrassment to the employee. Oral admonishments are not disciplinary actions and may not be grieved under the Negotiated Grievance Procedure.

### **Types of Disciplinary Actions:**

There are two types of basic disciplinary actions: Letters of Reprimand, and Suspensions of 30 days or less.

Letters of Reprimand are formal disciplinary actions. Letters of reprimand are issued to the employee by the supervisor or a manager in the employee's supervisory chain. The Letter of Reprimand shall clearly and specifically identify the employee's unacceptable misconduct and shall provide adequate detail relating to the circumstances surrounding the incident so that the employee may clearly identify the incident being described and shall identify the facts and/or evidence used to support the Letter of Reprimand. Letters of Reprimand must be provided

to the concerned employee. Letters of Reprimand shall remain in an Official Personnel File for a minimum of one year, maximum of two years, but shall be reviewed after one year to determine if the letter should be removed from the folder or left for the full two year period. Once the letter has been withdrawn it can no longer be used as the basis for disciplinary action. A statement to this effect shall be included in the Letter of Reprimand. The Letter of Reprimand shall also include a statement advising the employee that the Letter of Reprimand is grievable under the Negotiated Grievance Procedure.

A suspension places an employee in a non-pay status and is used only when serious or repeated offenses have occurred. When this occurs, Management shall issue a Letter of Suspension to the employee. The Letter of Suspension shall specifically identify the misconduct that resulted in the Letter and shall identify the facts and/or evidence used to support the Letter of Suspension.

A copy of the Letter of Suspension along with the Personnel Action Report will be made a permanent part of the employee's OPF. The Letter of Suspension shall also include a statement advising the employee that the suspension is grievable under the Negotiated Grievance Procedure.

Except in an emergency situation, suspensions shall take effect no sooner than fourteen days following the issuance of a Letter of Suspension and no later than ninety days following the issuance of the Letter of Suspension.

Severe disciplinary actions include suspensions of over 30 days, demotions for cause, reductions in base pay, and terminations and are taken for severe misconduct on the part of the employee. Written proposals or notices of such actions must be provided to the employee not less than 21 days in advance of the proposed action. Such written proposals will include

- The proposed action, e.g. termination, demotion, suspension.
- The employee's conduct that led to the proposed action. This must be detailed in sufficient length to allow the employee pertinent facts, e.g., time(s), dates, etc., upon which the employee may base a response to the charge.
- Opportunity to review all evidence relied upon to support the proposal.
- The right to provide written rebuttal within 7 days of receipt of the proposed action to the charges to the official who is to decide the proposed action, i.e., the program director. The deciding official, or designee, shall meet with the employee to discuss the employee's rebuttal. A written decision on the proposed disciplinary action shall be issued to the employee in advance of the effective date of the proposed action. If the employee is dissatisfied with the decision, the employee has the right to grieve it under the Negotiated Grievance Procedure.

Severe disciplinary actions against flexible employees or regular probationary employees, full or part time, require only 7 days notice. While probationary employees may not appeal such actions, flexible employees who

have been on the rolls for 3 years or longer, may grieve disciplinary actions.

## **58. Alternative Dispute Resolution**

Alternative Dispute Resolution (ADR) is a proactive method used to settle issues at the earliest possible stage. ADR techniques include a broad range of approaches for dealing with conflict and seeking solutions satisfactory to all parties. These techniques include, but are not limited to, problem solving, mediation, and facilitation.

The Union and Management encourage the use of ADR to resolve conflicts. Alternative Dispute Resolution may be used to resolve conflicts occurring in the work environment, including but not limited to grievable issues. ADR may be used in disputes between individual supervisors/managers and an employee or employees or in disputes between one or more employees. While ADR is strictly voluntary on the part of any bargaining unit employee involved in any ADR process it in no way abrogates

or waives the employees' right to file grievances, appeals, or attempt resolution of the conflict through other recourses.

Mediation provides for a neutral third party to assist in resolving disputes. The mediator does not render a decision. Any settlement reached through mediation must be achieved by the parties themselves. The mediator facilitates the settlement process through encouragement of communication and offering options for settlement of the dispute. The mediator must be agreeable to each of the parties involved in the mediation. Parties desiring mediation or facilitation should contact the MWR personnel office for further information. The MWR personnel office will coordinate notification to the Union.

## **59. Equal Employment Opportunity**

The Union and Management are committed to the policy of providing equal employment opportunities to all employees and prohibiting discrimination based on race, color, religion, sex, national origin, mental or physical disability, or age.

A brief explanation of EEO complaint procedures and a current listing of the names and telephone numbers of EEO counselor(s) shall be

posted at each work site. When Management is made aware that a discriminatory action or practice has occurred, corrective action shall be taken to ensure the practice is remedied and the affected employees are made whole.

Sexual harassment is a violation of government-wide policy. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute

sexual harassment when the conditions as described in the current instruction exist. When an employee is subject to such an occurrence, the employee is urged to tell the offender that the behavior is unwelcome and to tell them to stop.

Management will offer reasonable accommodation to the known physical or mental limitations of qualified disabled employees. Reasonable accommodation may include assistance devices to perform official duties, an adjustment to a job and/or the work environment which would enable a qualified disabled person to perform the duties of that position. Assistance devices do not cover personal items which the employee would be expected to provide, such as hearing aids or eyeglasses. When practical, job restructuring and/or alterations to the work environment may be used to accommodate qualified disabled employees. Such requests will be evaluated on a case-by-case basis.

Management will consider employees with disabilities for any job-related training opportunities requested. Once an employee is selected for training, Management will, as necessary, provide reasonable accommodation to the employee to attend and complete the training.

Management will use, to the fullest extent practical, the present skills of employees which may include providing an opportunity to employees to enhance their skills through on-the-job training, work study programs, and other appropriate training so that they may perform at their highest potential and

advance in accordance with their abilities.

Any employee who files a formal complaint through the EEO procedure has the right to a representative of the employee's choice. However, Management may disallow a representative whose activities would cause a conflict of interest or if the employee's release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude release. A reasonable amount of official time is authorized for employees and their representative who otherwise would be in a duty status to participate in complaint processing or other function as authorized by this article. An employee and/or the representative must obtain permission in advance from their supervisor to be absent from the work site and must advise the supervisor of the approximate time required. If the time will exceed that requested, the employee or the representative must request an extension.

An employee filing a complaint is entitled to prompt, fair, and impartial consideration of his/her allegation in accordance with regulations covering the EEO complaint process. When an employee files a formal EEO complaint, a copy of the counselor's report will normally be provided to the employee within 15 calendar days of the filing. The Union and Management encourage the use of the Alternative Dispute Resolution (ADR) system where appropriate to resolve conflicts.

Management shall provide the Union on a yearly basis with a work force profile for all Nonappropriated



Funds activities by occupational category (i.e. supervisory, professional, administrative, technical, clerical, trades, and other blue-collar categories) according to gender, race, and age for each activity. The Union may delegate one bargaining unit employee representative to serve as an AFGE

representative on any committee or team formed to address EEO issues at MWR. A team comprised of Union and Management representatives shall be formed to review, discuss, and analyze the annual work force profile.

## **60. Allegations of Unfair Labor Practices**

Before either party to this Agreement files an unfair labor practice charge with the Federal Labor Relations Authority, the proposed charge will be brought before the Naval Air Station Executive Director, or his designee, and the local Union President, or his designee, for discussion and aggressive exploration of all available avenues to reach resolution.

Within 15 calendar days after initial presentation to the Executive Director, or his designee, and the Union President, or his designee, the charging party may file the unfair labor practice charge with the Federal Labor Relations Authority.

The procedures described above will not apply to cases involving apparent violations of Title 5 U.S. Code 7116(b)(7).

# Contract Management

## **61. Distribution of Agreement**

Management shall provide the Union with 50 copies of this Agreement. Copies of this agreement shall also be available to employees upon request.

This Agreement shall also be made available on the Internet. Employees shall be made aware of this Agreement at Employee Indoctrination.

## **62. Duration of Agreement**

This Agreement will remain in full force and effect for 3 years from the date of approval. However, either party may give written notice to the other not more than 105 days or less than 60 days prior to the first anniversary date of its desire to reopen and amend or modify the Agreement. Such reopening will be by mutual consent only. Modifications to this Agreement will be made through Memorandums of Understanding.

Either party may give written notice to the other, not more than 105 days or less than 60 days prior to the expiration date, for the purpose of renegotiating this Agreement.

Barring a timely request to renegotiate, the Agreement shall automatically renew for one-year periods. The renewals are subject to conformance with law and government-wide regulations.

## TEMPERATURE GUIDELINES FOR BREAK FREQUENCY

*These are conservative estimates.*

<b>LIGHT WORK</b>	
<b>IF THE TEMPERATURE IS:</b>	<b>BREAK FREQUENCY IS:</b>
101° -105 °	4 hours
106° -110°	3 hours
111° -114°	2 1/2 HOURS

<b>MODERATE WORK</b>	
<b>IF THE TEMPERATURE IS:</b>	<b>BREAK FREQUENCY IS:</b>
96° -100°	2 hours
101°-105°	1 1/2 hours
106° - 110°	1 hour
111°-114°	50 minutes
115° or Greater HEAT STRESS ALERT	COMPLETE A HEAT STRESS CHECKLIST

<b>HEAVY WORK</b>	
<b>IF THE TEMPERATURE IS:</b>	<b>BREAK FREQUENCY IS:</b>
96°-100°	1 Hour, 15 minutes
101°-105°	50 minutes
106° -110°	40 minutes
111° -114°	35 minutes
115° or Greater HEAT STRESS ALERT	COMPLETE A HEAT STRESS CHECKLIST

**Appendix A**

## Time Card Numbers

The following numbers must be used on the nonappropriated fund time card when an employee uses official time to participate in various labor issues. The

use of official time must be preapproved by the employee's supervisor. See the article on Union Representatives for more detailed information.

<b><u>Type of Activity</u></b>	<b><u>Number for Time Card</u></b>
<b>Labor Agreement Negotiations</b>	<b>00-90-01</b>
<b>Grievance Investigation or Meeting</b>	<b>00-90-02</b>
<b>Labor Management Meeting</b>	<b>00-90-03</b>
<b>Labor Relations Training</b>	<b>00-90-04</b>
<b>Other</b>	<b>00-90-05</b>

## **WORK PERFORMANCE COMMENT FORM**

(For Non-Appropriated Funds Employees)

*THIS FORM IS PROVIDED TO GIVE YOU AN OPPORTUNITY TO PROVIDE YOUR COMMENTS ABOUT AN INDIVIDUAL EMPLOYEE'S JOB PERFORMANCE. WORK LEADERS, SUPERVISORS, CO-WORKERS, CUSTOMERS, AND OTHERS WHO DEAL WITH THE EMPLOYEE AT WORK ARE ENCOURAGED TO USE THIS FORM TO PROVIDE FEEDBACK. YOUR COMMENTS ARE VALUABLE BECAUSE THEY PROVIDE THE EMPLOYEE AND THEIR SUPERVISOR WITH INFORMATION ABOUT THE EMPLOYEE.*

YOUR NAME: \_\_\_\_\_ YOUR PHONE NUMBER: \_\_\_\_\_  
(Supervisors may need verification in order to recognize the employee's performance.)

TODAY'S DATE: \_\_\_\_\_

ABOUT WHICH EMPLOYEE ARE YOU COMMENTING? \_\_\_\_\_  
WHAT IS YOUR RELATIONSHIP TO THE EMPLOYEE?  
(i.e. work leader, co-worker, customer, etc.) \_\_\_\_\_

ON WHAT EVENT/ACTIVITY/JOB ARE YOU COMMENTING?  
(such as an event, a special project, or a particular task) \_\_\_\_\_

\_\_\_\_\_  
PLEASE USE THIS SPACE TO PROVIDE YOUR COMMENTS ABOUT THE WAY THE EMPLOYEE DID THEIR JOB.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Thank you for taking the time to fill out this form.  
We will use it to improve our service and  
recognize superior employee performance.**



**Appendix C**

## Definitions and Acronyms

**AFGE** – American Federation of Government Employees

**Bargaining Unit Status** – A code indicating whether an employee is included in the AFGE bargaining unit. The code is used on personnel action forms. The MWR Bargaining Unit Status number is 540355.

**Competitive Levels** - All positions in a competitive area which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules and working conditions so that an agency may reassign the incumbents of one position to any of the other positions in the level without undue interruption.

**Emergency Personnel** - Those employees who have been identified in writing by management who perform critical functions that require continued operation or coverage and that cannot be suspended or interrupted regardless of group of general dismissals. At MWR, many employees at the Patuxent Landing restaurant are designated emergency personnel as the facility must be open to provide food service. Employees are required to arrange for their own transportation in order to report to their assigned shift.

**Exempt Employees** – This refers to employees who are exempt from the overtime provisions of the Fair Labor Standards Act.

**FFLA** – Family Friendly Leave Act

**FMLA** – Family Medical Leave Act

**NAS** – Naval Air Station

**NAVAIR** – Naval Air Systems Command

**NAWCAD** – Naval Air Warfare Center Aircraft Division

**NPC** – Naval Personnel Command

**Nonexempt employees** – This term refers to employees covered under the Fair Labor Standards Act. Overtime is computed at a rate of 1.5 times the basic rate of pay.

**Scheduled Leave** – Leave which has been required 5 working days in advance of the date leave will be taken.

**Unscheduled Leave** – Leave requested less than 5 working days in advance of the date leave will be taken, including “on-the-spot” leave.

## Appendix D